

When recorded, mail to:

Toll Southwest LLC
c/o Toll Brothers AZ Construction Company
8767 E. Via de Ventura, #390
Scottsdale, AZ 85258
Attention: Robert Flaherty

13141452
12/6/2019 3:06:00 PM \$40.00
Book - 10869 Pg - 4409-4416
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

Affects Tax Parcel Nos.: 26-26-401-007;
26-26-200-034;
26-26-200-035

119883 - DMF

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT is made as of this 6th day of December, 2019 by FORT HERRIMAN CROSSING, LLC ("Grantor") to TOLL SOUTHWEST LLC ("Grantee").

BACKGROUND

WHEREAS, Grantor owns certain real property located in the City of Herriman, County of Salt Lake, Utah as described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor and Grantee entered into an Agreement of Sale dated August 8, 2019 (the "Agreement") in which Grantor desires to sell residential lots on the Property to Grantee in phases and Grantee desires to acquire residential lots on the Property in phases.

WHEREAS, Grantee shall have the right (but not the obligation) to perform certain improvements to the Property as set forth in the Agreement in order to develop the Property (the "Improvement Work"); and

WHEREAS, in order to perform the Improvement Work on the Property, Grantor is willing to grant to Grantee a temporary construction and access easement over those portions of the Property not then acquired by Grantee (the "Easement") as more fully set forth on Exhibit B attached hereto and made a part hereof (the "Easement Area").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Easement. Grantor hereby grants to Grantee a temporary construction and access easement on the Easement Area, as more particularly depicted on Exhibit B hereto, to permit Grantee to perform the Improvement Work on the Property and to access the Property.

2. Term. This Easement will automatically expire and be of no further force and effect upon last to occur of (1) the recordation of the final plat and (ii) the dedication of Big Bend Vista Drive as a public right of way to the City of Herriman.

3. Compliance with Law. Grantee shall comply with all applicable federal, state and local laws, ordinances, regulations and standards (“Laws”) that are or may become applicable to the performance of the Improvement Work on the Property. Grantee is responsible for obtaining any authorizations, licenses or permits which may be required in connection with Grantee’s Improvement Work on the Property.

4. Repair and Restoration. Grantee, at its sole cost and expense, shall promptly restore and repair all parts of the Easement Area that are damaged or disturbed by the actions of Grantee or its contractors, agents, employees, or representatives.

5. Indemnification. Grantee shall and hereby does indemnify and hold harmless Grantor, its agents, employees, principals, representatives and their respective successors and assigns from and against any and all losses, claims, damages, liabilities, liens, costs and expenses arising in connection with Grantee’s exercise of any easement rights granted hereunder.

6. Insurance. Grantee shall maintain worker’s compensation and employer’s liability insurance, comprehensive general liability coverage, including bodily injury and premises damage liability coverage and excess liability coverage with coverage limits of a minimum of Two Million Dollars (\$2,000,000).

7. General Provisions.

(a) Binding Effect. This Easement shall be binding upon and inure to the benefit of Grantor and Grantee hereunder, together with their successors and assigns and shall run with the land.

(b) Recording. This Easement shall be recorded with the Recorder of Salt Lake County, Utah.

(c) Governing Law. This Easement shall be interpreted and enforced in accordance with the laws of the State of Utah.

(d) Non-Exclusive. Grantee acknowledges that Grantee’s use of the Easement Area is non-exclusive. Grantor shall also have the right to use the Easement Area.

[signatures follow]

IN WITNESS WHEREOF, Grantors have set their hands and seals on the day and year first above written.

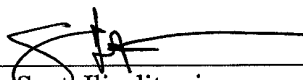
GRANTOR:

FORT HERRIMAN CROSSING, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:


TOLL SOUTHWEST LLC,
a Delaware limited liability company

By:  _____
Name: Scott Ilizaliturri
Title: Division Vice President

IN WITNESS WHEREOF, Grantors have set their hands and seals on the day and year first above written.

GRANTOR:

FORT HERRIMAN CROSSING, LLC,
a Utah limited liability company

By: 
Name: DEREK YOUNG
Title: MANAGER.

GRANTEE:

TOLL SOUTHWEST LLC,
a Delaware limited liability company

By: _____
Name: Robert Flaherty
Title: Division President

STATE OF _____)
: SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of November, 2019 by _____, the _____ of **FORT HERRIMAN CROSSING, LLC**, a Utah limited liability company, for and on behalf of said company.

Notary Public
Residing at: _____

STATE OF Utah)
: SS.
COUNTY OF Utah)

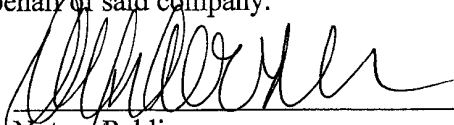
The foregoing instrument was acknowledged before me this 21 day of November, 2019 by Scott Ilizaliturri, the Division Vice President of **TOLL SOUTHWEST LLC**, a Delaware limited liability company, for and on behalf of said company.



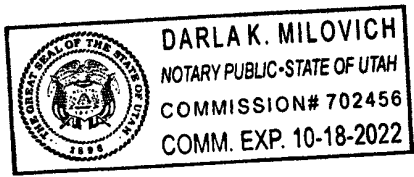
Sherry Percell
Notary Public
Residing at: 3598 S. Lake Mtn Dr. Saratoga Springs UT 84045

STATE OF Utah)
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 21 day of November, 2019 by Kirk Young, the Manager of **FORT HERRIMAN CROSSING, LLC**, a Utah limited liability company, for and on behalf of said company.



Notary Public
Residing at: Salt Lake County, UT



STATE OF ARIZONA)
COUNTY OF MARICOPA) : ss.

The foregoing instrument was acknowledged before me this ___ day of November, 2019 by Robert Flaherty, the Division President of **TOLL SOUTHWEST LLC**, a Delaware limited liability company, for and on behalf of said company.

Notary Public
Residing at: _____

EXHIBIT A

Property

Big Bend Park Phase 12 and 13 Roadway Easement

Beginning at a point being North 89°59'00" West 1,104.49 feet along the section line and South 2,878.32 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 43°00'55" West 63.00 feet;

thence Northwesterly 145.38 feet along the arc of a 193.50 foot radius curve to the left (center bears South 43°00'55" West and the chord bears North 68°30'29" West 141.98 feet with a central angle of 43°02'48");

thence South 89°58'07" West 740.90 feet;

thence North 00°01'53" West 63.00 feet;

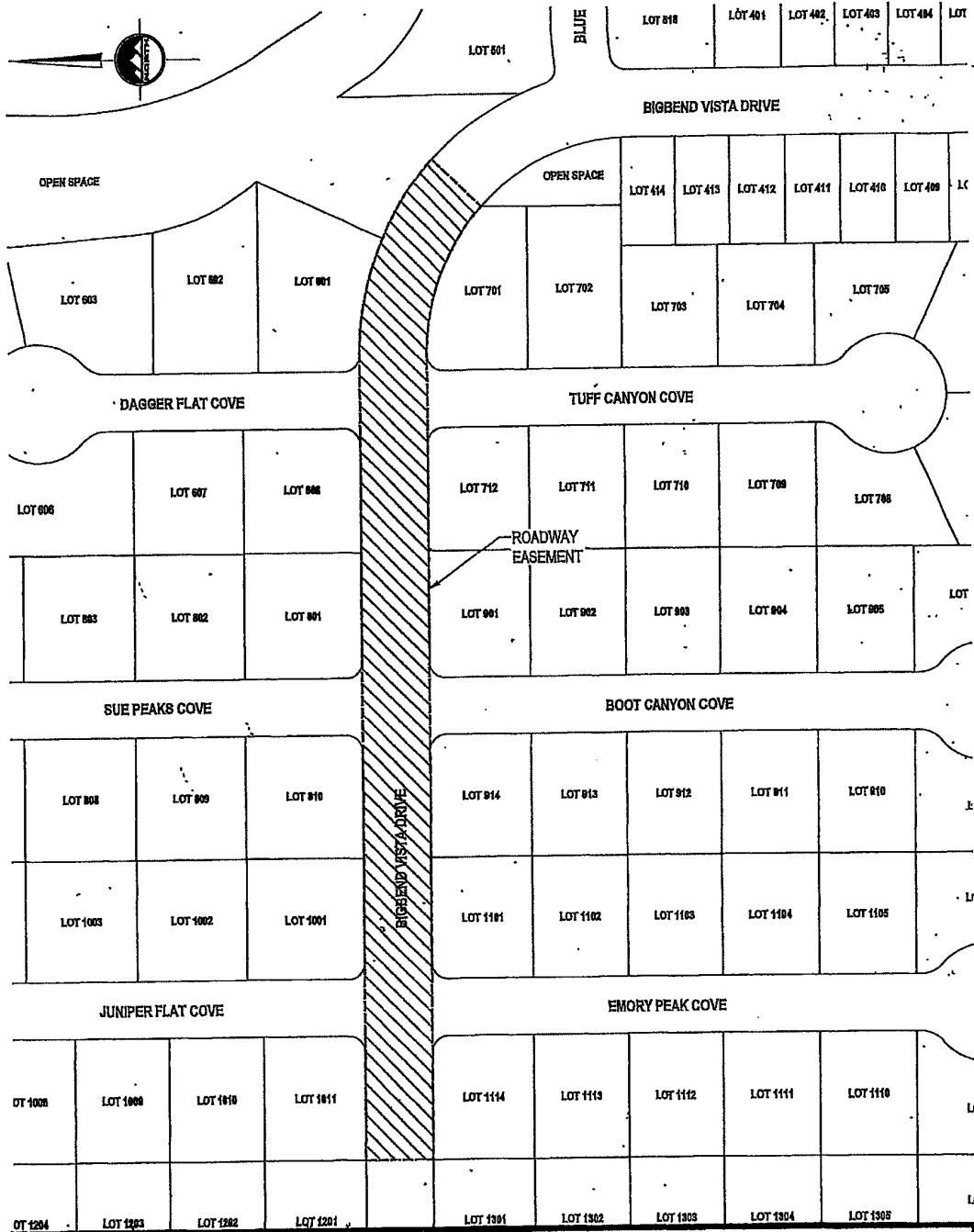
thence North 89°58'07" East 740.90 feet;

thence Southeasterly 192.71 feet along the arc of a 256.50 foot radius curve to the right (center bears South 00°01'53" East and the chord bears South 68°30'29" East 188.21 feet with a central angle of 43°02'48") to the point of beginning.

Contains 57,326 Square Feet or 1.316 Acres

EXHIBIT B

Easement Area



PROJECT # 4056V 1 OF 1 P.L. # 80P_24412-10 ROAD	DATE 11/14/10 BIG BEND PARK PHASE 12 & 13 HERRIMAN, UTAH ROADWAY EASEMENT EXHIBIT	FOR: ANTHEM UTAH 6100 S. REDWOOD ROAD SUITE 100 TAYLORSVILLE, UTAH 84123 PHONE: 801.255.2100	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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