

WHEN RECORDED RETURN TO:

- Herriman City
- 5355 W Herriman Main Street
- Herriman City, UT 84096
- 

14457387 B: 11613 P: 3566 Total Pages: 16  
10/31/2025 08:58 AM By: srigby Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CITY OF HERRIMAN UT  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 840965635

Space above for County Recorder's Use

### TEMPORARY SLOPE EASEMENT AGREEMENT

THIS TEMPORARY SLOPE EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the 30<sup>th</sup> day of October, 2025 (the "**Effective Date**"), by and between Wasatch South Hills Development Co., LLC, a Utah limited liability company ("**Grantor**"), and Herriman City, a Utah municipal corporation ("**Grantee**"), with reference to the following recitals:

A. Grantor owns certain real property located in Salt Lake County, Utah ("**Grantor Property**").

B. Grantee intends to design, construct and operate a water ("**Tank Road Connector**") (defined below) on certain real property, located adjacent to or near the Grantor Property.

C. In connection with the Tank Road Connector, Grantee desires to obtain from Grantor certain non-exclusive easements on portions of the Grantor Property and Grantor is willing to grant to Grantee the easements subject to the terms and conditions of this Agreement.

D. In effort to support the public improvements during and after mass grading—and **only until adjacent private development proceeds to building permit**—the parties intend to create **temporary** slope easements on portions of the Grantor Property, to be **vacated/released by segment** as adjacent lots move into vertical construction after subdivision rough grading is accepted by Grantee.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) "**Easement**" or "**Easements**" means individually the Waterline Easement, the Access Easement, or the Temporary Construction Easement and collectively the Waterline Easement, the Access Easement, and Temporary Construction Easement.

(b) "**Easement Parcel**" means those portions of the Grantor Property shown on the attached Exhibit B as the Easement Parcel.

(c) **“Environmental Law”** means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(d) **“Grantee Facilities”** means collectively the Waterline, and any and all other facilities, equipment, accessories and improvements installed, owned or operated by Grantee on the Easement Parcel.

(e) **“Grantee Parties”** means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees.

(f) **“Grantor Parties”** means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees

(g) **“Hazardous Substances”** will be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos,

polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(h) **“Laws”** means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that are applicable in respect of this Agreement.

(i) **“Party”** or **“Parties”** means individually Grantor or Grantee and collectively Grantor and Grantee.

(j) **“Slope Easement”** means an easement for slopes of cuts and fills adjacent to public sidewalk easement or public street right-of-way, which shall specifically include the right to use the area, in accordance with generally accepted engineering practices, for excavating, sloping, cutting, filling, the construction of retaining walls, the installation of stormwater drain pipes or other drainage facilities, and including grading or otherwise changing the natural contours of the land in order to support and accommodate the adjacent public street, roadway or sidewalk, and for all other purposes for which Grantee is authorized by law to use said easement.

(k) **“Tank Road Connector”** means a road that connects water tanks and water system infrastructure for the purpose of access, service, maintenance, and other items.

2. Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, through or under Grantor to Grantee, the following easements:

(a) The Slope Easement, which shall specifically include the right to use the area, in accordance with generally accepted engineering practices, for excavating, sloping, cutting, filling, the construction of retaining walls, the installation of stormwater drain pipes or other drainage facilities, and including grading or otherwise changing the natural contours of the land in order to support and accommodate the adjacent public street, roadway or sidewalk, and for all other purposes for which Grantee is authorized by law to use said easement.

3. Grantee Use. Grantee’s use of the Easements will be undertaken in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Parcel and other property of Grantor. In exercising its use of the Easements, Grantee will take all reasonable and necessary measures to avoid injury to persons or damage to property and for the discharge of water from the Water Storage Facility.

4. Condition of Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof “AS IS”, “WHERE IS”, without representations or warranties, either express or implied, “with all faults”, including but not limited to both latent and patent defects, and the existence of Hazardous Substances, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (a) any state of facts which an accurate survey or physical inspection of the Easement Parcel might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Easement Parcel;

and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. Reservation. Grantor reserves the right to use the Easement Parcel, to place or grant other easements on, along, across, or under the Easement Parcel, and to otherwise make improvements to the Easement Parcel, provided that the Grantor will not unreasonably interfere with Grantee's use of the Easements.

6. Relocation of Easements. Grantor will have the right, from time to time, upon 120 days written notice to Grantee, to relocate the Grantee Facilities in whole or part to other portions of the Grantor Property as may be determined by Grantor in its sole discretion so long as Grantor provides Grantee reasonable alternative easements for the Waterline and access to the Water Storage Facilities, and so long as the relocation does not materially impede, deprive or diminish Grantee's use or enjoyment of the Easements for the purposes granted in this Agreement. Subject to the provisions of this Section 6, Grantee shall have up to 18 months from the time of the written notice to relocate the Grantee Facilities. The Parties will cooperate in the relocation of all or part of the Grantee Facilities to minimize extended or unreasonable interruptions of the connection of the Water Storage Facility to the Grantee's existing culinary system. Grantor and Grantee will execute, acknowledge and record an amendment to this Agreement in order to identify and describe the real property that is subject to each relocated easement and in order to release from the burden of the Easements the portions of the Easement Parcel that are no longer subject to the Easements.

7. Term. This Agreement together with the Easements and rights set forth herein will terminate upon 12 months written notice from Grantor to Grantee, if Grantee abandons or ceases operating the Grantee Facilities for a period of 24 months or more after the Grantee Facilities are fully installed and operated as a part of the Grantee's culinary water system. Upon an event of termination set forth above, Grantor and Grantee will execute and record an instrument terminating this Agreement. Grantee will, at its sole cost and expense, within six months of termination remove the Grantee Facilities and restore the Easement Parcel to substantially the same condition as existed as of the Effective Date.

8. Improvements; Maintenance. Grantee may install, construct, maintain, repair, replace, or remove the Grantee Facilities and any other improvements within the Easement Parcel as necessary to fulfill its public purposes, without requiring Grantor's prior approval. Grantee shall, however, provide Grantor with plans and specifications for review solely to identify potential conflicts with Grantor's existing or planned improvements. Grantor shall provide any comments within thirty (30) days, and Grantee shall reasonably consider such comments in good faith. Upon completion of any activities which disturb the surface of the Easement Parcel and/or any authorized portion of the Grantor Property, Grantee will promptly restore such property to its condition immediately prior to such activities. Grantee will give 30 days prior written notice (except in an emergency, in which case Grantee will give as much notice as is practicable under the circumstances) of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Grantor Property, and Grantee will perform those activities expeditiously and will take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by the activities. Upon Grantor's request, Grantee

will, at its sole cost and expense, deliver to Grantor an accurate ALTA/NSPS survey (with Table A items) of the as-built Grantee Facilities within the Easement Parcel. Grantee, at Grantee's sole cost and expense, will at all times keep and maintain the Grantee Facilities in good condition and repair. Grantee, at Grantee's sole cost and expense, will be solely responsible for the construction, inspection, repair and replacement of the Grantee Facilities and Grantee acknowledges and agrees that Grantor will have no responsibility whatsoever to maintain, repair or replace any portion of the Easement Parcel or the Grantee Facilities.

9. Compliance with Law; Mechanics' Liens. Grantee will comply with all applicable Laws and will be responsible for obtaining all necessary permits or governmental approvals required in connection with the use, maintenance, repair and/or replacement of the Grantee Facilities. Grantee will at all times keep the Easement Parcel and the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Parcel or the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee will, within 30 days of discovery by Grantee or receipt of notice from Grantor, cause such mechanics' lien to be removed from the Easement Parcel. Grantee will indemnify and hold Grantor harmless from any liability for the payment of such liens.

10. Insurance and Indemnity.

(a) Grantee and Grantor shall each, at their sole cost and expense, maintain insurance or lawful self-insurance in amounts reasonably adequate to cover their respective obligations and liabilities under this Agreement. The City's insurance obligations may be satisfied through coverage provided by its membership in the Utah Local Governments Trust or another recognized risk pool, or through lawful self-insurance under Utah law.

(b) Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, contractors, and representatives ("Indemnified Party") from and against all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Indemnifying Party or its officers, employees, agents, contractors, or representatives in connection with this Agreement.

(c) Notwithstanding the foregoing, no provision of this Agreement shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to the City under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq., as amended. The obligations in this Section shall survive termination of this Agreement to the extent arising from acts or omissions occurring during the term of the Agreement.

11. Environmental.

(a) Each Party shall comply with all applicable Laws, including all applicable Environmental Laws, in connection with its activities on or affecting the Easement Parcel. Neither Party shall create, generate, store, treat, emit, dispose of, discharge, release, or threaten to release any Hazardous Substances on, over, or under the Easement Parcel, except in compliance with applicable Environmental Laws.

(b) Grantor represents and warrants, to the best of its knowledge and without independent investigation, that as of the Effective Date, it has no actual knowledge of any release or presence of Hazardous Substances on, over, or under the Easement Parcel. Grantee shall have no responsibility for any Hazardous Substances or environmental conditions that predate this Agreement or that are not caused by Grantee's acts or omissions

(c) Each Indemnifying Party shall indemnify, defend, and hold harmless the Indemnified Party from and against any and all claims, damages, liabilities, penalties, fines, or expenses (including reasonable attorneys' fees) to the extent arising from or relating to (i) the release or discharge of Hazardous Substances by the Indemnifying Party or its employees, agents, contractors, or invitees, or (ii) the Indemnifying Party's violation of applicable Environmental Laws.

(d) Nothing in this Section shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to Grantee under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 *et seq.* The obligations in this Section shall survive termination of this Agreement.

12. Default. If Grantee fails to cure a default hereunder within 90 days (or such longer period as may reasonably be required to cure such default, provided that cure has commenced and Grantee is diligently proceeding to complete such cure) after receiving written notice thereof from Grantor, Grantor will be entitled to exercise all remedies provided by law or in equity to the same extent as if fully set forth herein word for word. Notwithstanding the foregoing, Grantor will not exercise the right to terminate the Easement so long as Grantor is fully compensated for any and all damages and Grantee is obligated to perform its obligations and abide by the terms and conditions of this Agreement through specific performance or similar remedy. No remedy herein conferred upon, or reserved to Grantor will exclude any other remedy herein, by law or in equity, but each will be cumulative.

13. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party will pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and to the fullest extent permitted by law, under no circumstances will Grantor be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

14. Mutuality; Runs With the Land.

(a) The Easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the Easements and rights set forth herein, the Grantee Property will constitute the dominant estate, and the Easement Parcel will constitute the servient estate.

(b) The Easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the Easements or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels.

15. Notices. All notices required to be given under this Agreement will be in writing and will be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice will be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties will be sent to the following addresses:

To Grantor: Craig Martin  
President  
299 S. Main Street, Suite 2370  
Salt Lake City, UT 84111  
[craig.martin@wasatchcommercial.com](mailto:craig.martin@wasatchcommercial.com)

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee: Justun Edwards  
Public Works Director  
5355 W. Herriman Main Street  
Herriman, UT 84096  
[jedwards@herriman.org](mailto:jedwards@herriman.org)

With a copy to: Todd Sheeran  
City Attorney  
5355 W. Herriman Main Street  
Herriman, UT 84096  
[candrizzi@herriman.org](mailto:candrizzi@herriman.org)

16. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever,

it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Grantee, from time to time, will execute, acknowledge, subscribe and deliver to or at the request of Grantor such documents and further assurances as Grantor may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement will be made or effective unless and until such modification is made in writing and executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other agreements, whether oral or written, with respect to



the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement will be valid or binding.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective Party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**GRANTOR:**

WESTCH SOUTH HILLS DEV Co, a  
LIMITED LIABILITY COMPANY

Date: OCTOBER 29<sup>th</sup>, 2025

By: Craig E. Martin  
Print Name: CRIG E. MARTIN  
Title: PRESIDENT

**GRANTEE:**


HERRIMAN CITY, a Utah municipal corporation

Date: October 30, 2025

By: Nathan Cherpeski  
Print Name: Nathan Cherpeski  
Title: City Manager

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of OCTOBER, 2025, by CENTRE F. MARTIN, as PRESIDENT of WINDMILL SOUTH HILLS DEU CO, a LIMITED LIABILITY COMPANY.

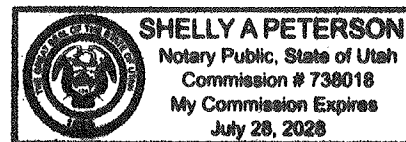
 MATTHEW SCOTT WILCOX  
Notary Public, State of Utah  
Commission # 732110  
My Commission Expires  
01/13/2027  
My Commission Expires:  
01/13/2027

Matthew Wilcox  
NOTARY PUBLIC  
Residing at: STATE OF UTAH

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

The foregoing instrument was acknowledged before me this 30 day of October, 2025, by Nathan Cherpeski as City Manager of HERRIMAN City, a Utah municipal corporation.

Shelly A. Peterson  
NOTARY PUBLIC  
Residing at: Herriman city  
My Commission Expires:  
July 28, 2028



**EXHIBIT A  
TO  
TEMPORARY SLOPE EASEMENT AGREEMENT**

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Legal Description of the Slope Easement Parcel

The real property referenced in the foregoing instrument as the Slope Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

**LEGAL DESCRIPTION(S)  
PREPARED FOR  
WASATCH SOUTH HILLS DEVELOPMENT CO., LLC  
Herriman, UTAH  
February 7, 2025**

**BOUNDARY DESCRIPTION FOR TEMPORARY SLOPE EASEMENT (A) SOUTH  
HILLS TANK ROADS**

LOCATED IN THE SOUTH HALF OF SECTION 17 AND NORTH HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS EAST 1338.08 FEET AND SOUTH 352.61 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;  
AND RUNNING THENCE NORTH 02°23'47" WEST 138.80 FEET;  
THENCE SOUTH 87°27'13" WEST 53.06 FEET;  
THENCE NORTH 89°48'20" WEST 188.22 FEET;  
THENCE SOUTH 87°27'13" WEST 59.09 FEET TO A POINT ON 116.00 FOOT RADIUS CURVE;  
THENCE NORTHWESTERLY 182.21 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 90°00'00" (WHICH LONG CHORD BEARS NORTH 47°32'47" WEST 164.05 FEET);  
THENCE NORTH 02°32'47" WEST 143.66 FEET;  
THENCE NORTH 87°27'13" EAST 508.30 FEET TO A POINT ON A 795.00 FOOT CURVE;  
THENCE NORTHEASTERLY 534.05 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°29'20" (WHICH LONG CHORD BEARS NORTH 68°12'33" EAST 524.06 FEET);  
THENCE NORTH 48°57'53" EAST 35.02 FEET;  
THENCE SOUTH 43°41'46" WEST 377.22 FEET;  
THENCE SOUTH 66°25'55" WEST 82.10 FEET;  
THENCE NORTH 76°18'45" WEST 73.15 FEET;  
THENCE NORTH 37°09'23" WEST 91.11 FEET;  
THENCE SOUTH 84°44'20" WEST 31.12 FEET;  
THENCE SOUTH 65°01'50" WEST 202.47 FEET;

THENCE SOUTH 76°35'49" WEST 252.33 FEET;  
THENCE SOUTH 35°49'18" EAST 156.99 FEET;  
THENCE SOUTH 89°48'20" EAST 35.81 FEET;  
THENCE NORTH 60°46'25" EAST 148.08 FEET;  
THENCE SOUTH 57°06'03" EAST 159.33 FEET;  
THENCE SOUTH 06°32'11" EAST 78.70 FEET;  
THENCE SOUTH 54°22'06" WEST 79.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 105,602.03 SQ/FT OR 2.42 ACRES

**BOUNDARY DESCRIPTION FOR TEMPORARY SLOPE EASEMENT (B) SOUTH  
HILLS TANK ROADS**

LOCATED IN THE SOUTH HALF OF SECTION 17 AND NORTH HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 115.18 FEET AND WEST 90.52 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;  
AND RUNNING THENCE NORTH 45°34'52" EAST 180.97 FEET;  
THENCE NORTH 88°01'51" EAST 348.78 FEET;  
THENCE SOUTH 21°20'57" EAST 51.36 FEET;  
THENCE NORTH 87°27'13" EAST 159.40 FEET;  
THENCE NORTH 82°14'38" EAST 367.63 FEET;  
THENCE NORTH 80°08'03" EAST 301.29 FEET;  
THENCE SOUTH 82°11'35" EAST 210.62 FEET;  
THENCE NORTH 16°59'23" EAST 170.70 FEET;  
THENCE NORTH 72°24'45" EAST 89.78 FEET;  
THENCE SOUTH 62°45'04" EAST 69.12 FEET;  
THENCE NORTH 69°46'26" EAST 126.24 FEET;  
THENCE SOUTH 34°53'15" EAST 85.09 FEET;  
THENCE SOUTH 48°57'53" WEST 33.33 FEET TO A POINT ON A 604.89 FOOT RADIUS CURVE;  
THENCE SOUTHWESTERLY 406.41 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°29'46" (WHICH LONG CHORD BEARS SOUTH 68°12'33" WEST 398.81 FEET);  
THENCE SOUTH 87°27'13" WEST 1159.62 FEET TO A POINT ON A 895.00 FOOT RADIUS CURVE;  
THENCE SOUTHWESTERLY 347.61 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°15'11" (WHICH LONG CHORD BEARS SOUTH 76°19'38" WEST) TO THE POINT OF BEGINNING.

CONTAINS 110,797.01 SQ/FT OR 2.54 ACRES

**BOUNDARY DESCRIPTION FOR TEMPORARY SLOPE EASEMENT (C) SOUTH  
HILLS TANK ROADS**

LOCATED IN THE SOUTH HALF OF SECTION 17 AND NORTH HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

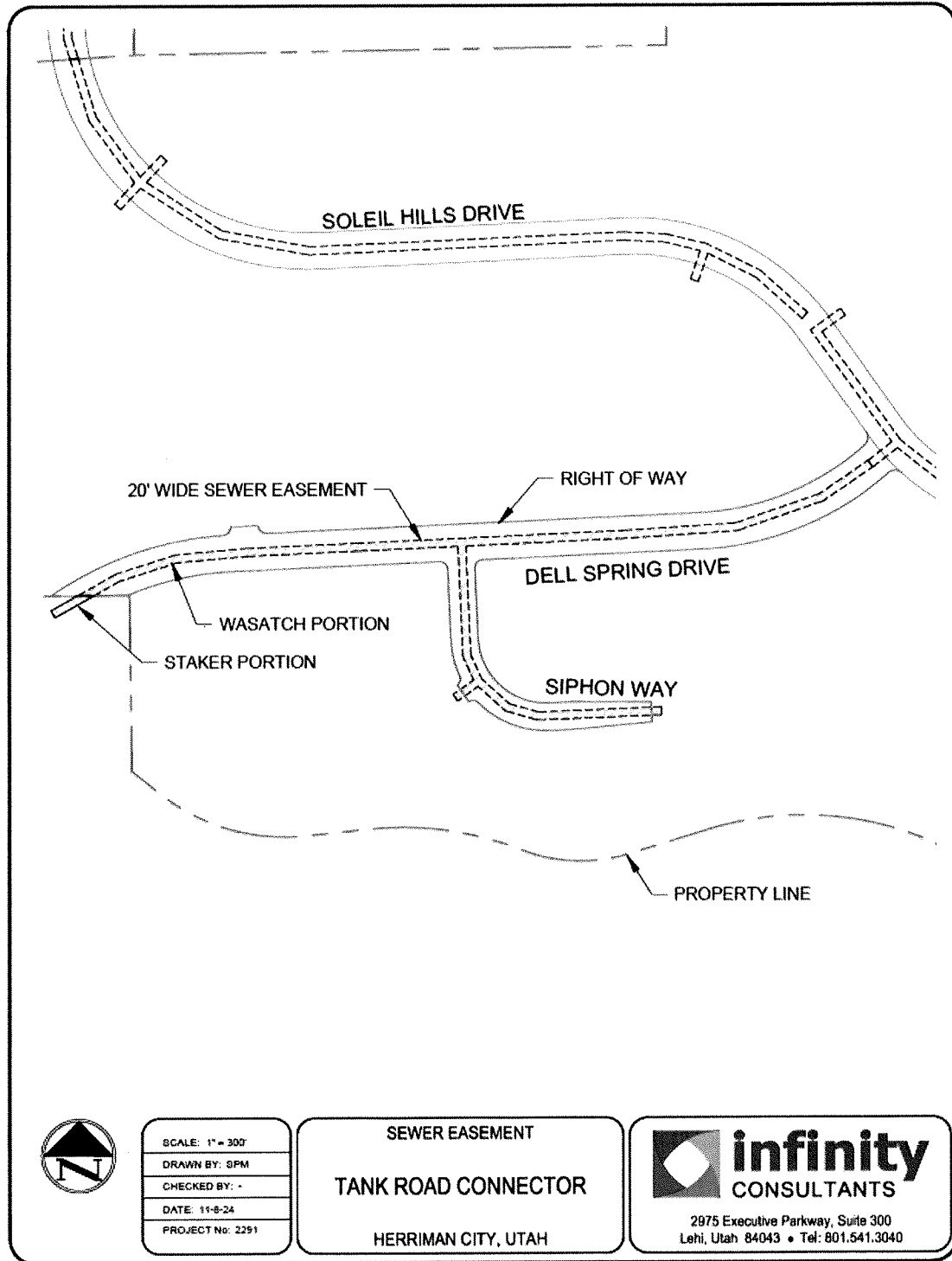
BEGINNING AT A POINT THAT IS SOUTH 00°40'49" EAST 52.14 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;  
AND RUNNING THENCE NORTHEASTERLY 261.26 FEET ALONG THE ARC OF A 705.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°13'58" (WHICH LONG CHORD BEARS NORTH 76°50'14" EAST 259.77 FEET);  
THENCE NORTH 87°27'21" EAST 483.32 FEET;  
THENCE SOUTH 02°32'47" EAST 143.64 FEET TO A POINT ON A 284.00 FOOT RADIUS CURVE;  
THENCE SOUTHEASTERLY 446.11 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" (WHICH LONG CHORD BEARS SOUTH 47°32'47" EAST 401.64 FEET);  
THENCE NORTH 87°27'13" EAST 34.01 FEET;  
THENCE SOUTH 51°32'37" WEST 94.78 FEET;  
THENCE SOUTH 79°34'24" WEST 108.90 FEET;  
THENCE NORTH 77°02'54" WEST 292.92 FEET;  
THENCE NORTH 55°26'20" WEST 154.06 FEET;  
THENCE NORTH 83°48'11" WEST 298.56 FEET;  
THENCE NORTH 16°51'25" WEST 221.48 FEET;  
THENCE SOUTH 68°09'22" WEST 126.10 FEET;  
THENCE NORTH 00°40'49" WEST 60.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 250,267.71 SQ/FT OR 5.74 ACRES



**EXHIBIT B  
TO  
TEMPORARY SLOPE EASEMENT AGREEMENT**

Depiction of the Slope Easement Parcel



**EXHIBIT C  
TO  
TEMPORARY SLOPE EASEMENT AGREEMENT**

Partial Release of Temporary Slope Easement (recordable)

**Recording Requested By:** \_\_\_\_\_  
**When Recorded, Mail To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Space above for County Recorder's use)*

PARTIAL RELEASE OF TEMPORARY SLOPE EASEMENT (Segment \_\_\_\_)

**Reference:** Temporary Slope Easement Agreement dated \_\_\_\_\_, 2025, by and between **Wasatch South Hills Development Co., LLC** ("Grantor") and **Herriman City** ("City"), recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_, in the official records of **Salt Lake County, Utah** (the "Agreement").

**City** hereby **releases and terminates the Temporary Slope Easement only** as to **Segment \_\_\_\_**, more particularly described in **Exhibit A** attached hereto (the "Released Segment"). This release is made pursuant to **Section 6** of the Agreement based on **(i)** City's acceptance of subdivision rough grading and **(ii)** issuance of a building permit for the **Adjacent Lot(s)** identified for the Released Segment in Exhibit C to the Agreement.

All other Segments under the Agreement, if any, **remain in full force** until terminated in accordance with the Agreement.

DATED: \_\_\_\_\_, 20

**HERRIMAN CITY**, a Utah municipal corporation  
By: \_\_\_\_\_  
Name: **Nathan Cherpeski**  
Title: **City Manager**