

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, UT 84088

12476208
02/14/2017 12:44 PM \$0.00
Book - 10529 Pg - 5456-5461
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: DKP, DEPUTY - WI 6 P.

[PARCEL ID #26-26-200-019
26-26-100-002
26-26-100-001]

TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made as of the 7th day of February, 2017 (the "Effective Date"), between The Last Holdout, L.L.C., a Utah limited liability company ("Grantor"), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantee").

RECITALS:

- A. Grantee is authorized by law to obtain temporary easements for construction purposes;
- B. Grantee intends to construct water pipeline(s), a municipal water meter station, and associated water system equipment and facilities (collectively referred to as "Pipelines") within the public right-of-way adjacent to and contiguous with lands of Grantor, and;
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee a temporary construction easement (the "Temporary Construction Easement"), consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee, and to Grantee's contractor(s) and consultant(s), a Temporary Construction Easement in, on, over, under, across, and through the lands of Grantor for (i) vehicular and pedestrian access, ingress, and egress to and from adjacent property; (ii) storage of construction equipment and materials, and for construction staging; and, (iii) construction and installation of the Pipelines. The Temporary Construction Easement is described in attached Exhibit 1.

2. The term of the Temporary Construction Easement shall begin on the Effective Date and it shall expire without further notice or condition upon the first to occur of the following: (i) completion of Grantee's construction project for its Pipelines; or (ii) December 31, 2018.

3. Before the expiration of the Temporary Construction Easement, Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil, re-sod the area, replace and/or repair irrigation systems, and otherwise restore the Temporary Construction Easement as near as reasonably possible to its pre-construction condition.

4. Grantor shall have and maintain the right to occupy and to use the Temporary Construction Easement, consistent with the terms of this Agreement.

5. Grantee shall not grant additional easements, licenses, or right-of-ways within the Easement Property without the prior written consent of Grantor.

6. Within forty-five (45) days from the date Grantor executes this Agreement, Grantee shall pay the sum of Thirty-Three Thousand Three Hundred and 00/100 Dollars (\$33,300.00) to Grantor as consideration for this Agreement.

7. Grantee shall not assign this Agreement, any of its rights under this Agreement, and the easement granted it by this Agreement without the prior written consent of Grantor.

8. This Agreement may be amended only by written instrument executed by all parties.

9. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

10. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

11. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

12. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

13. Any party may record this Agreement.

"Grantor":

The Last Holdout, L.L.C.

Dated: Feb. 7, 2017

By: Emily B Markham
Its: Manager

"Grantee":

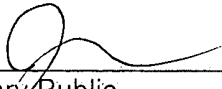
Jordan Valley Water Conservancy District

Dated: February 10, 2017

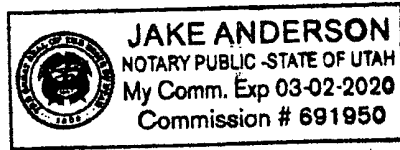
By: Richard P. Bay
Its: General Manager

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

The foregoing instrument was acknowledged before me this 7th day of February, by Emily Markham as Manager of The Last Holdout, L.L.C.

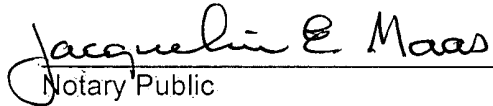


Notary Public



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

The foregoing instrument was acknowledged before me this 10th day of February 2017, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.



Notary Public

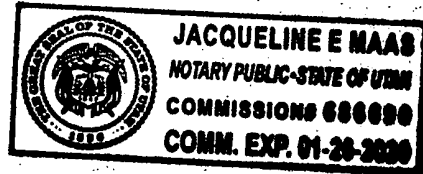


EXHIBIT 1

DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT

A PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 11800 SOUTH STREET WHICH IS SOUTH 00°15'21" WEST 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING ON THE WEST LINE OF SAID SECTION 26; RUNNING THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT-OF-WAY LINE; (1) SOUTH 89°44'23" EAST 2647.80 FEET; SOUTH 89°44'26" EAST 238.85 FEET; (3) SOUTH 00°23'11" WEST 19.70 FEET; (4) SOUTH 44°40'37" EAST 7.49 FEET; THENCE THE FOLLOWING TWO COURSES AND DISTANCES PARALLEL AND 25.00 FEET SOUTH OF THE SAID SOUTH RIGHT-OF-WAY LINE; (1) NORTH 89°44'26" WEST 244.10 FEET; (2) NORTH 89°44'23" WEST 2647.80 FEET TO THE SAID WEST LINE OF SECTION 26; THENCE NORTH 00°15'21" EAST 25.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS 72,180 SQ. FT. OR 1.657 ACRES MORE OR LESS.