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08/31/2020 04:52 PM \$0.00  
Book - 11010 Pg - 6961-6995  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
HERRIMAN  
5355 W HERRIMAN MAIN ST  
HERRIMAN UT 84096  
BY: MGA, DEPUTY - MA 35 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

When Recorded, mail to:  
Herriman City Recorder  
5355 West Herriman Main Street  
Herriman, UT 84096

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### AGREEMENT REGARDING DEVELOPMENT

This Agreement Regarding Development ("Agreement") is dated as of February \_\_\_\_, 2019, by and among HERRIMAN SCHOOL DEVELOPMENT, LLC, a Utah limited liability company ("HSD"), ADVANTAGE ARTS ACADEMY, a Utah nonprofit corporation ("AAA"), and HERRIMAN CITY ("City"). Each of HSD, AA and City are sometimes referred to herein as a "Party" and collectively as the "Parties."

#### RECITALS

- A. HSD is the owner of property described on **Exhibit A** ("HSD Property").
- B. AAA is the owner of property described on **Exhibit B** ("AAA Property").
- C. HSD and AAA are seeking approval from the City of site plan and a plat for the HSD Property and the AAA Property.
- C. The HSD Property and the AAA Property will be developed together for a charter school facility ("Charter School") in which AAA will operate a public charter school serving grades K-6. The charter school building will be constructed entirely on the HSD Property. No structures are planned for the AAA Property, which will only be improved with fencing, landscaping, parking lot, and access points.
- D. HSD, AAA, and the City desire to enter into this Agreement to document their agreement regarding the development of the HSD Property.

#### AGREEMENT

1. Development of Charter School. HSD will develop the Charter School in two phases. The first phase ("First Phase") shall be developed as depicted in **Exhibit C** and the second phase ("Second Phase") shall be developed as depicted in **Exhibit D**. HSD agrees to develop and cause to be constructed the Charter School substantially as shown in the First and Second Phase.
2. Conditions to Expansion of Second Phase.

(a) The First Phase is being designed to accommodate the construction of the Second Phase.

(b) HSD acknowledges that there is currently no sidewalk along the south side of 11800 South from the HSD property eastward to 6000 West.

(c) HSD agrees that, before it begins construction on the Second Phase, HSD or its assigns will notify the City. In the event that no sidewalk has been installed at that time along the south side of 11800 South from the HSD Property to 6000 West, as a condition to building the Second Phase, the City in its sole and absolute discretion may require HSD or its assigns to install a 6 foot wide temporary asphalt walkway along the south side of 11800 South from the HSD property eastward to 6000 West. The temporary asphalt walkway will be built to the then current City standards.

(d) The City shall either obtain easement(s) from the owner(s) of property upon which the temporary asphalt walkway is to be constructed or indicate where the walkway should be constructed within the 11800 South right-of-way.

3. Access Points.

(a) HSD and AAA shall construct, at HSD's sole cost and expense, the western access point, that is a private road that connects to the road in the Jackson Phase 1 subdivision as depicted on the Second Phase (the "Western Access Point"). The Western Access Point shall be constructed at the same time or before the road in the Jackson Phase 1 subdivision is constructed.

(b) As a condition to HSD and AAA developing and building the Charter School, HSD shall obtain a public access easement ("Access Easement") from the adjacent land owner to the west in the form attached as **Exhibit E**. The Access Easement may be recorded by the City in its sole and absolute discretion.

(c) The Western Access Point will be constructed pursuant to the then current City standards substantially as depicted on the drawing attached as **Exhibit F**.

(d) At the time the Western Access Point and Easement is publicly usable, HSD and AAA will permanently close off the temporary west access point from the parking lot onto 11800 South.

(e) Within thirty (30) days after the closure of the temporary west access point onto 11800 South, HSD and AAA shall, at HSD's sole cost and expense, commence installation in its place of landscaping and other improvements to match the landscaping and other improvements of the remaining frontage of the HSD Property and AAA Property along 11800 South, including the 4 foot wrought iron fence referred to in Section 3, below. This construction will be completed within ninety (90) days after the closure of the temporary west access point onto 11800 South.

4. Fencing. As a condition to AAA beginning operations HSD will install a 4 foot high wrought iron fence along the northern property line of the AAA Property and HSD Property with pedestrian access points as approved by the City.

5. 11800 South Improvements. At the time of and in conjunction with the construction of the charter school building HSD shall install temporary improvements to 11800 South Street as approved by the City. As a condition to AAA beginning operations HSD will obtain an engineer's estimate that is acceptable to the City for the cost to demolish the temporary improvements to 11800 South and for permanent improvements to 11800 South including but not limited to a center median, road width, and center turn lane (collectively the "Improvements"). All Improvements shall comply with City standards, ASHTO standards, or UDOT standards. To assure and guarantee the satisfactory and timely construction and installation of the Improvements HSD shall deposit into escrow held by the City the amount of the engineer's estimate. If the amount of the escrow is inadequate to pay for the cost of Improvements for whatever reason, HSD agrees to pay such deficiency independent of this Agreement, which amount may include all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to affect such work. Any balance of the escrow remaining after payment of all costs, fees, and expenses of the Improvements shall be refunded to HSD in a lump sum (no partial releases).

6. Storm Drainage.

(a) At the time of and in conjunction with the construction of the charter school building and as a condition to AAA beginning operations, HSD shall install a storm drain system acceptable to the City at no cost to the City and not subject to reimbursement from impact fees to convey offsite water generated from 11800 South Street across the north side of the HSD Property.

(b) In addition, at the time of and in conjunction with the construction of the charter school building and as a condition to AAA beginning operations, HSD shall obtain a storm drain easement ("Storm Drain Easement") from the adjacent land owner to the east. The Storm Drain Easement must satisfy following conditions: (i) be acceptable to the City in its sole and absolute discretion, (ii) permits HSD to install a storm drain system acceptable to the City to convey onsite storm water generated from the AAA Property and HSD Property across and under the adjacent property owner's property to an approved outflow point at no cost to the City and not subject to reimbursement from impact fees (collectively "On Site Storm Water Improvements"), and (iii) HSD installs the On Site Storm Water Improvements

7. Waiver of Alcohol Proximity Restrictions. In order to accommodate potential commercial development near the school, AAA agrees, to the extent it is waivable, to waive any applicable restriction related to the allowable proximity of alcohol sale and/or consumption.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a)

upon personal delivery or actual receipt thereof; or (b) within three days after such notice is deposited in the United States Mail, postage prepaid and addressed to the parties as set forth below:

HSD: Herriman School Development, LLC  
Attn: Manager  
290 N. Flint St  
Kaysville, UT 84037

AAA: Advantage Arts Academy  
Attn: Board President  
290 N. Flint St.  
Kaysville, UT 84037

City: Herriman  
5355 West Herriman Main Street  
Herriman, UT 84096

9. Waiver. HSD and AAA represent that they voluntarily agree to comply with the requirement imposed by this Agreement. Furthermore as a material consideration for City agreeing to the terms hereof, HSD and AAA irrevocably waive any right to object to the requirements imposed on HSD and AAA by this Agreement that may be available to HSD and AAA pursuant to statute or otherwise including but not limited to Utah Code Ann. §10-9a-305.

10. Remedies. HSD, AAA, and the City may pursue all rights and remedies available in equity, including, but not limited to, injunctive relief and specific performance; provided, however, HSD and AAA agrees not to pursue an action for monetary damages. HSD and AAA explicitly waive any right to pursue monetary damages of any kind or character against the City, its affiliates, agents, employees, and elected and appointed officials agents.

11. Crossing Guards. AAA shall pay to the City the cost for one (1) additional crossing guard for each crossing on 118000 South Street as such crossing are identified in the AAA's safe walking route .

12. Additional Provisions. The following provisions also are integral to this Agreement:

a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

c. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

d. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

e. Time. Time is the essence hereof.

f. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

g. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

h. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

i. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

j. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

k. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

l. Authorizations. Engineer hereby represents that it has been duly authorized to enter into this Agreement.

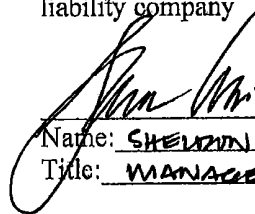
m. Inconsistencies. In the event of inconsistencies within or among parts of this Agreement, City standards, UDOT standards, ASHTO standards or any other applicable standards and codes HSD and AAA shall (i) provide the better quality or greater quantity; or (ii)

comply with the more stringent requirement; either or both in accordance with City's interpretation.


n. Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first set forth above.

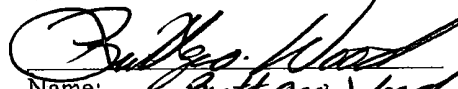
**HERRIMAN SCHOOL  
DEVELOPMENT, LLC**, a Utah limited  
liability company

  
Name: SHELVIN KUMPAAL  
Title: MANAGER

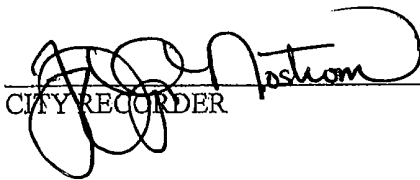
**ADVANTAGE ARTS ACADEMY**, a Utah  
nonprofit corporation

  
Name: Jodi Hart Wilson  
Title: Board President

**HERRIMAN CITY**

  
Name: Brett Gordon Wood  
Title: City Manager

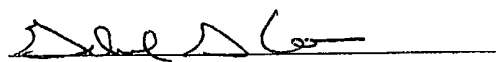
ATTEST:

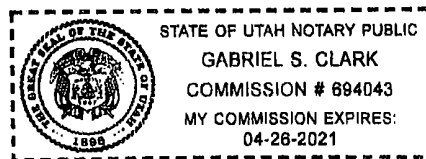
  
CITY RECORDER



STATE OF UTAH            )  
                                  )ss.  
County of Davis         )

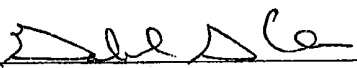
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2019, who being by me duly sworn did say that she/he is the Manager of Herriman School Development, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said entity, and she/he acknowledged to me that said entity executed the same.

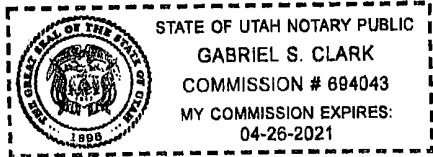
  
\_\_\_\_\_  
Notary Public  
Date: 4/20/2020  
My Commission expires: 4/28/2021



STATE OF UTAH )  
 )ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2019, who being by me duly sworn did say that she is the Board President of Advantage Arts Academy, a Utah nonprofit corporation, and that the foregoing instrument was signed in behalf of said entity, and she/he acknowledged to me that said entity executed the same.

  
\_\_\_\_\_  
Notary Public  
Date: 4/20/2020  
My Commission expires: 4/26/2021





STATE OF UTAH )  
 )ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 26 day of August, 2019, who being by me duly sworn did say that she/he is the Brett Geo. Wood, City Mgr. of Herriman City and that the foregoing instrument was signed in behalf of said entity, and she/he acknowledged to me that said entity executed the same.

Shelly A. Peterson  
Notary Public

Date:

My Commission expires:

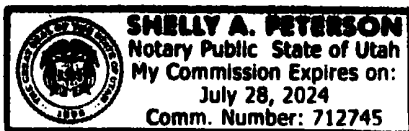


EXHIBIT A

LEGAL DESCRIPTION OF THE HSD PROPERTY

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah:

Beginning at a point on the South right-of-way line of 11800 South Street, being 781.83 feet North 89°59'04" West along the Section line, and 33.00 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 463.50 feet; thence North 89°59'04" West 329.37 feet; thence North 0°00'56" East 463.50 feet to said South line of 11800 South Street; thence South 89°59'04" East 329.37 feet along said South line to the point of beginning.

Parcel No. 26-26-100-005

EXHIBIT B

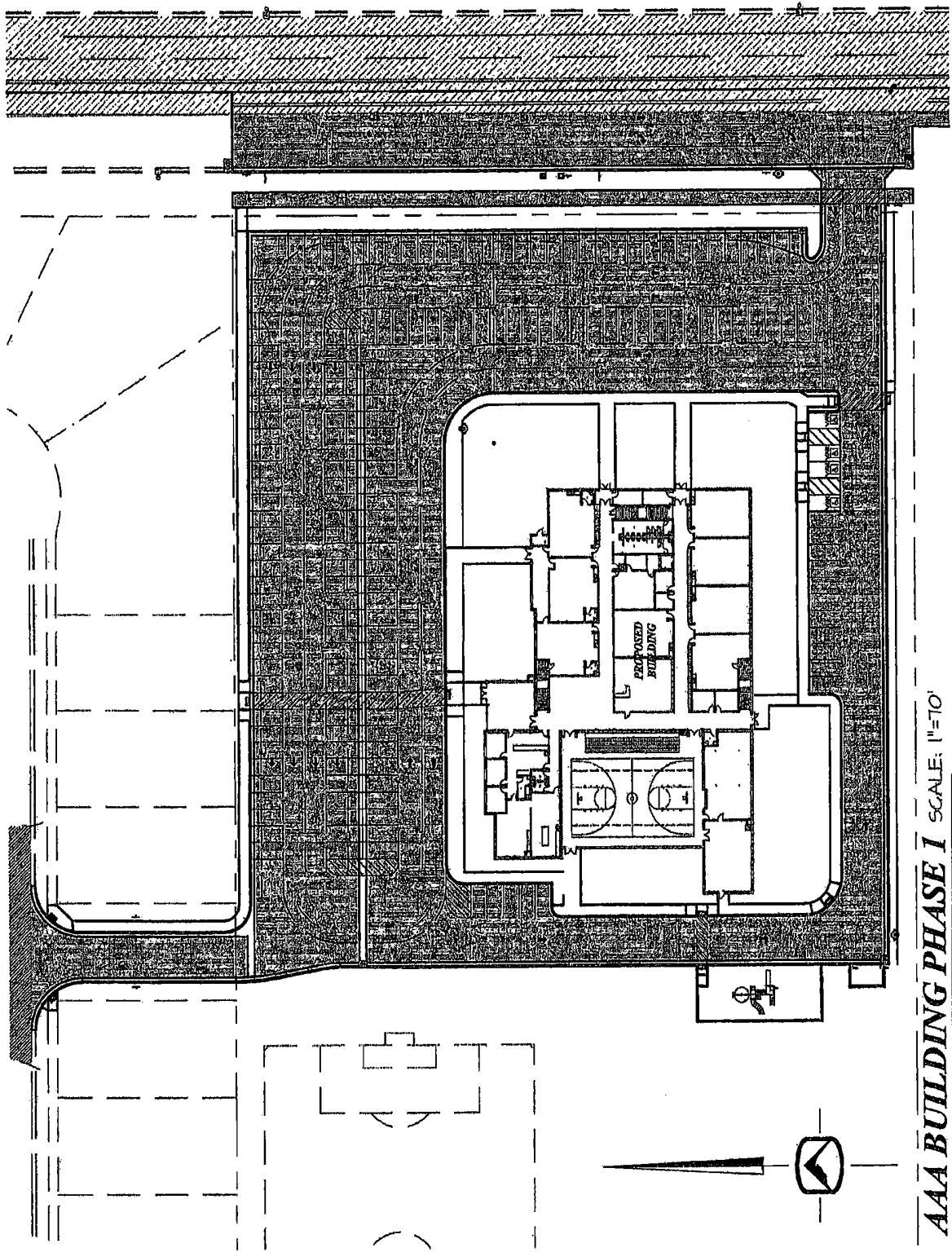
LEGAL DESCRIPTION OF THE AAA PROPERTY

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah:

Beginning at a point which is 781.83 feet North 89°59'04" West along the Section line, and 496.50 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 301.75 feet; thence North 89°59'04" West 380.00 feet; thence North 0°00'56" East 765.25 feet to the South right-of-way line of 11800 South Street; thence South 89°59'04" East 50.63 feet along said South line; thence South 0°00'56" West 463.50 feet; thence South 89°59'04" East 329.37 feet to the point of beginning.

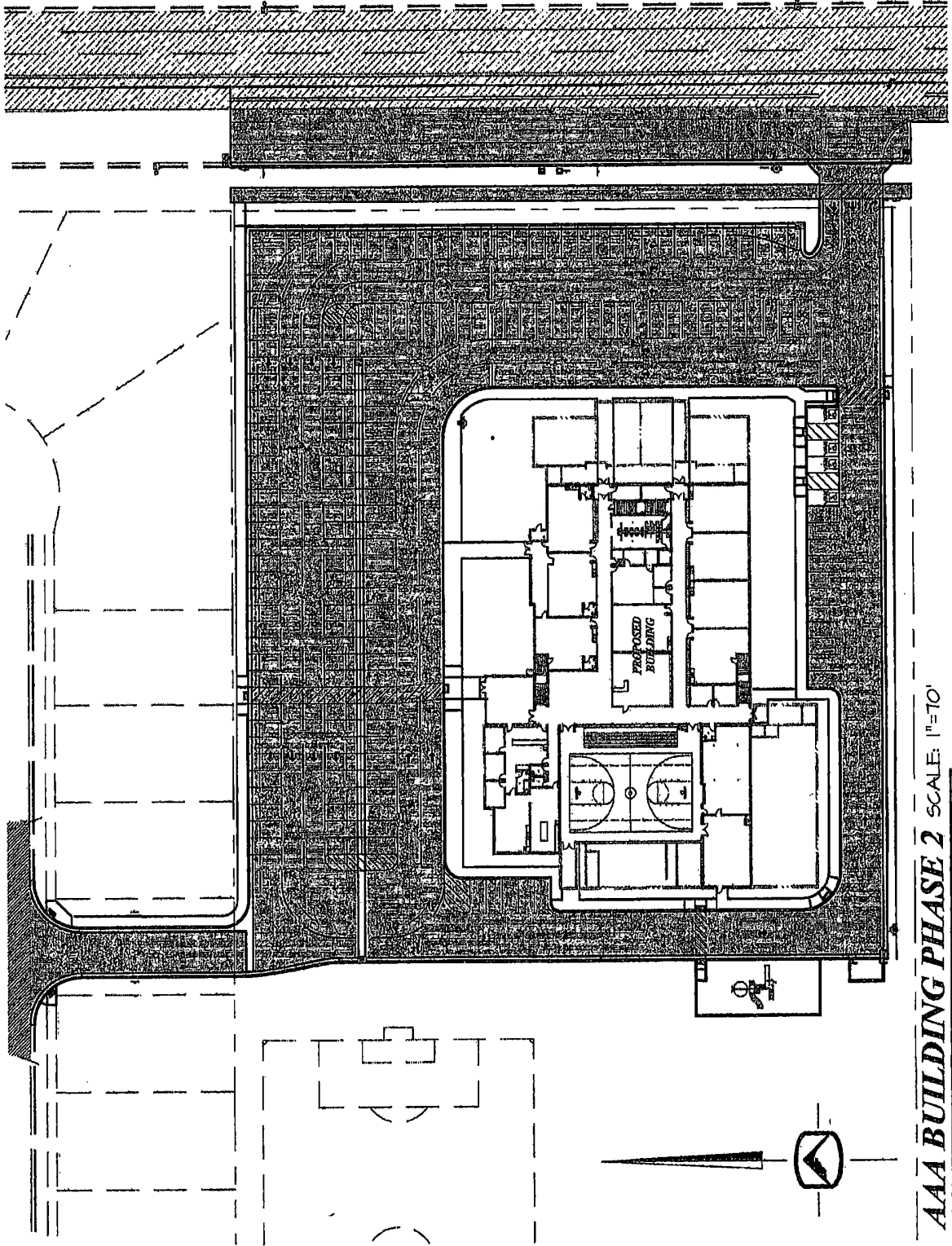
Parcel No. 26-26-100-006

EXHIBIT C  
DRAWINGS OF PHASE 1



**AAA BUILDING PHASE I** SCALE: 1"=10'

EXHIBIT D  
DRAWINGS OF PHASE 2



AAA BUILDING PHASE 2 SCALE: 1"=10'

EXHIBIT E  
EASEMENT



19204420  
2/27/2020 3:21:00 PM \$40.00  
Book - 10802 Pg - 4811-4827  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INTEGRATED TITLE INS SERVICES  
BY ECASH, DEPUTY EF 17 P.

**WHEN RECORDED RETURN TO:**

Paxton R. Guymon, Esq.  
YORK HOWELL & GUYMON  
10610 South Jordan Gateway #200  
South Jordan, Utah 84095

Salt Lake County Parcels 26-26-100-005 and 26-26-100-006

Space above for Recorder's use only

**IMPROVEMENT AND COST-SHARING AGREEMENT**

This Improvement and Cost-Sharing Agreement (this "Agreement") is made and entered into on November 4, 2019, by and among Herriman School Development, L.L.C., a Utah limited liability company (herein "HSD"); Advantage Arts Academy, a Utah corporation ("AAA"); and Olympia Ranch, LLC, a Utah limited liability company ("Olympia"). HSD, AAA, and Olympia are collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, HSD holds title to the parcel of land identified as Salt Lake County Tax Parcel No. 26-26-100-005 consisting of approximately 3.54 acres (the "HSD Parcel").

WHEREAS, AAA holds title to the parcel of land identified as Salt Lake County Tax Parcel No. 26-26-100-006 consisting of approximately 3.26 acres (the "AAA Parcel"). The AAA Parcel is located adjacent to the southern boundary of the HSD Parcel, as shown in the Map attached hereto as Exhibit "A" (the "Map").

WHEREAS, Olympia is under contract to purchase the land adjacent to the HSD Parcel and the AAA Parcel, and Olympia is in the process of obtaining development approvals for such land to be developed as a residential subdivision (the "Olympia Property").

WHEREAS, in order to facilitate the development and improvement of the Parties' respective properties as desired, the Parties have agreed to grant and convey certain interests in the subject parcels and share in the costs of certain improvements in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein and made part of this Agreement.

1  
**COURTESY RECORDING**  
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. INTEGRATED TITLE INSURANCE SERVICES L.L.C. hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

2. **7-Foot Strips.** As partial consideration for the benefits of this Agreement, HSD and AAA have recorded certain deeds conveying title to Olympia to a seven (7) foot-wide strip of land (the "Deeds"). Copies of the recorded Deeds are attached hereto collectively as Exhibit "B." The Parties acknowledge that the 7-foot strips of land conveyed by the Deeds are necessary for Olympia to increase the depths of the adjacent lots in the subdivision that Olympia is developing because Olympia, at the request of HSD and AAA, agreed to widen the subdivision road by seven (7) feet to allow better access for the charter school to be constructed on the HSD Parcel. The net effect is to preserve the desired depths of the lots as originally designed after widening the subdivision road.
3. **Lot Purchase.** With respect to Lot #110 in the subdivision being developed by Olympia (the "Access Lot"), HSD covenants and agrees to purchase the Access Lot from Olympia for a purchase price of \$123,755.00, and to close its purchase of said lot no later than fifteen (15) days after all three (3) of the following conditions have been satisfied: (i) the subdivision improvements have been constructed and installed up to the front area of the Access Lot; (ii) the subdivision plat formally creating the Access Lot has been recorded with the Salt Lake County Recorder; and (iii) legal title to the Access Lot has been conveyed to Olympia. HSD shall pay the purchase price in full at the closing of its purchase of the Access Lot, with the Olympia to pay for a standard owner's policy of title insurance to ensure clear and marketable title is conveyed to HSD. HSD shall be responsible, at its own cost and expense, to improve the Access Lot as necessary to provide ingress/egress to the proposed charter school. If the three (3) conditions described above are not satisfied by July 1, 2020, then Olympia shall pay to HSD an amount equal to the cost reasonably incurred by HSD to install a secondary access point for HSD's property onto 11800 South.
4. **Storm Drain Easement.** At the Closing, defined in Section 6 below, Olympia shall be required to deliver to HSD and AAA a fifteen (15) foot-wide storm drain easement as shown on the Map attached hereto as Exhibit "A." The storm drain easement will be granted by the owner of the subject property (The Last Holdout, L.L.C., with whom Olympia holds contract purchase rights for the subject land), and Olympia will be required to deliver the same at the Closing. The grantees of the storm drain easement will be HSD and AAA, and the easement shall be in the form attached hereto as Exhibit "C." The easement is needed for the HSD Parcel and AAA Parcel to be developed, improved, and used as desired for the proposed charter school; however, such use requires only a 12" storm drain pipe, and HSD and AAA agree to install an 18" RCP pipe at Olympia's request so that adjacent land to be developed or sold by Olympia may connect to the storm drain pipe (with the 18" RCP pipe having sufficient capacity to accommodate such connection(s)). Olympia is responsible for the upsizing costs of the storm drain pipe (i.e., the cost difference between a 12" pipe and an 18" pipe). This cost difference obligation of Olympia is accounted for, and credit for the same is built into, the purchase price to be paid by HSD for the Access Lot in Section 3 above. No separate or additional payment is required to satisfy the cost differential for the 18" pipe. HSD shall be fully responsible for (i) all other costs and expenses associated with the design, construction, and installation of the 18" RCP storm drain pipe to be installed within the storm drain easement, and (ii) obtaining a one (1) year warranty from the contractor who installs the storm drain pipe and related improvements. The storm drain pipe shall be

designed, constructed, and installed in accordance with all applicable code requirements, and HSD must obtain all necessary permits and approvals for the same prior to installation. Olympia shall be allowed to connect to the storm drain pipe when and as the Olympia Property is developed without any other payment or reimbursement obligations.

- a. Future Maintenance and Repairs. The storm drain pipe and related improvements described in Section 4 above (the "Storm Drain Improvements") are intended to be privately owned and maintained (i.e., not dedicated to the City). Accordingly, after the warranty period for the Storm Drain Improvements has expired, all future costs and expenses of routine maintenance, service, and cleaning of the Storm Drain Improvements will be paid 40% by the owners of the HSD Parcel/AAA Parcel, and 60% by the owners of the Olympia Property that is adjacent to the north side of the Storm Drain Improvements. To the extent any of the Storm Drain Improvements are damaged and are in need of repair, the owner(s) of the Olympia Property adjacent to the north side of the Storm Drain Improvements shall be 100% responsible to fix and repair the same (except in the event that the damage is caused by the occupants or users of the HSD Parcel/AAA Parcel, in which event the owners of said parcels shall pay for the repairs). A notice of this Agreement shall be recorded against the HSD Parcel and the AAA Parcel (identified in Exhibit "D" hereto) to give record notice of the maintenance and repair obligations set forth herein. Such maintenance and repair obligations shall run with the land and be binding on, and inure to the benefit of, the Parties hereto and all successor owners of the subject parcels of land.
5. Wall. Olympia will install a six foot (6') precast wall along the western and southern boundaries of the charter school property. HSD recognizes that it will benefit from the installation of said precast wall (by, among other ways, eliminating the requirement for HSD to construct or install any fencing of its own along said boundaries). Accordingly, HSD shall contribute payment equal to \$20.00 per linear foot of the precast wall. Said payment obligation of HSD is accounted for, and credit for the same is built into, the purchase price to be paid by HSD for the Access Lot under Section 3 above. No separate or additional payment is required.
6. Closing. No later than September 30, 2019 (the "Closing"), Olympia shall deliver the storm drain easement signed by the underlying land owner in recordable form (as required by Section 4 above).
7. General Cooperation. The Parties agree to cooperate reasonably with each other in the development and improvement of their respective parcels and 11800 South frontage. In addition, the Parties shall not take any actions that unreasonably interfere with or negatively impact the properties or intended uses of the other Parties' parcels.
8. Governing Law. In the event that any claim, action, or other legal proceeding shall be brought hereunder by either party, it shall be brought in and evaluated according to the laws of the State of Utah.
9. Attorney Fees. Any breach of this Agreement requiring enforcement through or with the assistance of legal counsel, which actually results in legal fees and or costs being incurred,

shall entitle the prevailing party to recover the actual legal fees and costs of enforcing the action. Said costs shall be determined by the decision maker regarding the dispute.

10. No Third-Party Beneficiary Interests. No provision of this Agreement is intended to benefit any person or entity other than the Parties to this Agreement and their respective successors and assigns. No representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.
11. Authority to Sign. Each person who executes this Agreement represents and warrants that he/she has been duly authorized to execute this Agreement on behalf of the entity designated below, and to bind said entity to the terms and provisions of this Agreement.

WHEREFORE, the Parties have executed this Agreement on the date set forth above.

**THE PARTIES:**

Herriman School Development, L.L.C.

By: [Signature]

Its: Min

Advantage Arts Academy

By: [Signature]

Its: Board President

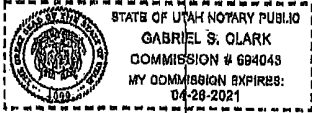
Olympia Ranch, LLC

By: [Signature]

Its: MANAGER

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF Davis )

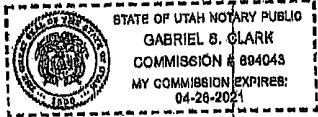
The foregoing instrument was acknowledged before me by Sheldon Kilpack as the  
Manager of Herriman School Development, L.L.C.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me by Sadi Hart Wilson as  
the Board President of Advantage Arts Academy, Inc.



[Signature]  
NOTARY PUBLIC

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

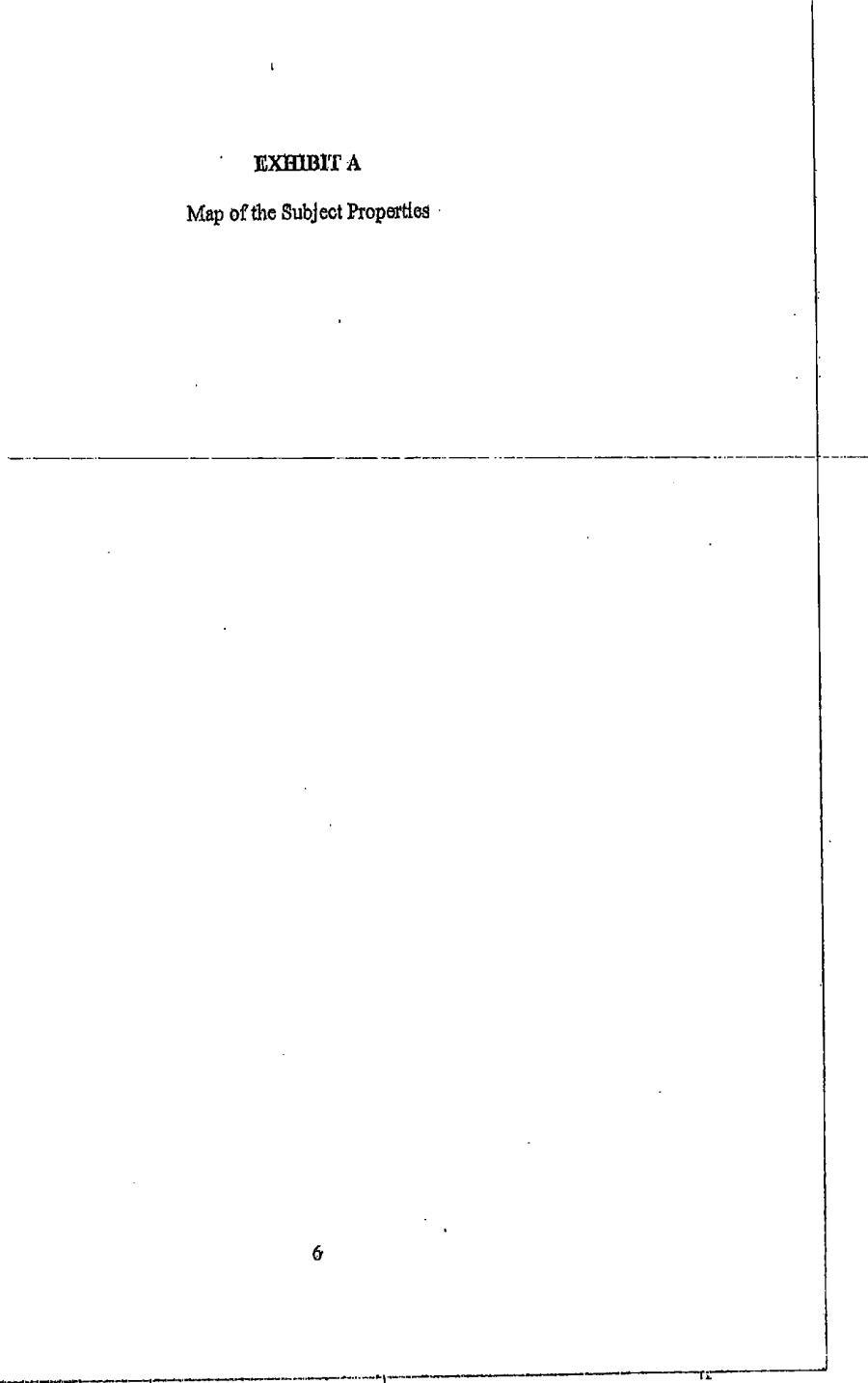
The foregoing instrument was acknowledged before me by Ryan Sutton as  
the Manager of Olympia Ranch, LLC.

[Signature]  
NOTARY PUBLIC



**EXHIBIT A**  
**Map of the Subject Properties**

Attached



6



**EXHIBIT B**

Copies of Recorded Deeds (7-Foot Strip of Land)

Attached

7

24



Mall Tax Notice To:  
Olympia Ranch, LLC  
6150 S. REDWOOD ROAD, SUITE 150  
TAYLORSVILLE, UT 84123

13022134  
8/16/2019 8:18:00 AM \$40.00  
Book - 10948 Pg - 6187  
RASHELLE ROSS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: BOASH, DEPUTY REF 1 P.

### QUIT CLAIM DEED

Herriman School Development, LLC, a Utah limited liability company, Grantor, hereby QUIT CLAIMS to Olympia Ranch, LLC, a Utah limited liability company, Grantee, or the sum of Ten Dollars (\$10.00), the following described tract of land in Salt Lake County, Utah, to wit:

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah

Beginning at a point on the South right-of-way line of 11800 South Street, being 1161.83 feet North 89°59'04" West along the Section line, and 33.00 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 293.00 feet; thence North 89°59'04" West 7.00 feet; thence North 0°00'56" East 293.00 feet to said South line of 11800 South Street; thence South 89°59'04" East 7.00 feet along said South line to the point of beginning.

pt - 26-26-100-005

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

WITNESS the hand of said Grantor, this 14<sup>th</sup> day of July, 2019.

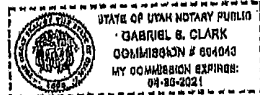
Herriman School Development, LLC


ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

  
Name: Sheldon Killpack  
Manager

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2019, by Sheldon Killpack, Manager of Herriman School Development, LLC.



  
NOTARY PUBLIC

10082133  
07/18/2019 8:18:00 AM \$40.00  
Book - 1081429 - 3100  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY ECASH, DEPUTY - EP 1 P.

Mall Tax Notice To:  
Olympia Ranch, LLC  
6150 S. REDWOOD BLVD, SUITE 150  
TAYLORVILLE, UT 84123

**QUIT CLAIM DEED**

Advantage Arts Academy, a Utah nonprofit corporation, Grantor, hereby QUIT CLAIMS to Olympia Ranch, LLC, a Utah limited liability company, Grantee, or the sum of Ten Dollars (\$10.00), the following described tract of land in Salt Lake County, Utah, to wit:

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah

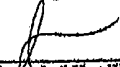
Beginning at a point which is 1161.83 feet North 89°59'04" West along the Section line, and 326.00 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 472.25 feet; thence North 89°59'04" West 7.00 feet; thence North 0°00'56" East 472.25 feet; thence South 89°59'04" East 7.00 feet to the point of beginning.

pt 26-24-100-006

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

WITNESS the hand of said Grantor, this 19 day of July, 2019.


ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

Advantage Arts Academy  
  
Name: Jodi Hart Wilson  
Title: Board President, Advantage Arts Academy

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2019, by Jodi Hart Wilson, Board President of Advantage Arts Academy.

STATE OF UTAH NOTARY PUBLIC  
GABRIEL S. CLARK  
COMMISSION # 894040  
MY COMMISSION EXPIRES:  
04-28-2021

  
NOTARY PUBLIC

**EXHIBIT C**

**Form of Storm Drain Easement (for 18" Pipe)**

Attached

18301810  
10/17/2019 2:26:00 PM \$40.00  
Book - 10847 Pg - 1808-1809  
RASHELLE FORBES  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 8 P.

When recorded, return to:  
Jacob D. Anderson  
233 N. 1250 W., Suite 202  
Centerville, Utah 84014

CT/A# 118319-WHD

Affects Parcel ID Nos. 26-26-100-004  
and 26-26-201-002

**EASEMENT AGREEMENT**  
(Storm Drain)

This Easement Agreement (the "Agreement") is made and entered into as of the 16th day of October, 2019, by and between THE LAST HOLDOUT, L.L.C., a Utah limited liability company, with an address of 233 North 1250 West, Suite 202 in Centerville, Utah 84014 (as "Grantor"), and OLYMPIA RANCH, L.L.C., a Utah limited liability company, with an address of 6150 South Redwood Road, Suite 150, Taylorsville, Utah 84123 (as "Grantee").

**RECITALS:**

A. Grantor is the fee title owner of certain real property situated in Salt Lake County, Utah, (hereinafter referred to as the "Grantor Property"); and

B. Grantee, in connection with development for certain improvements on the Grantor Property, requires that the Grantor grant to Grantee an underground storm drain easement over a portion of the Grantor Property more fully described on Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Easement Parcel").

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The recitals are a material part of this Agreement and are incorporated by reference as a part of this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee, and to Grantee's successors and assigns, a perpetual nonexclusive easement through and under the Grantor Property for the sole purpose of the installation, maintenance and repair, replacement, operation, modification and augmentation of a storm drain system channel and detain stormwater drainage under the Easement Parcel.

3. Binding on Successors and Running With the Land. This Agreement shall be recorded in the official records of Salt Lake County Recorder, and shall be binding on the heirs, successors, administrators, executors and assigns of all owners of Grantor's Property and shall run with the land.

4. Costs of Installation, Repair and Maintenance. Grantee shall pay the costs for installation of the storm drain system and shall be solely responsible to pay all costs for repairs and maintenance thereof.

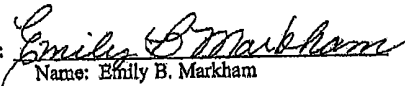
5. Easement Obstructions. Except for concrete or asphalt construction of a driveway or drive-through over the Easement Parcel, no building or other barrier shall be erected or permitted on, above or across the Easement Parcel which would prevent or obstruct the access for repair and maintenance of the storm drain system.

6. Indemnity. The parties agree that Grantee will indemnify Grantor against any claims pertaining to the granting of the Easement Parcel and any disputed use thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

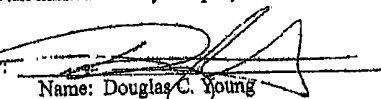
**GRANTOR:**

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

By:   
Name: Emily B. Markham  
Its: Manager

**GRANTEE:**

OLYMPIA RANCH, L.L.C.,  
a Utah limited liability company

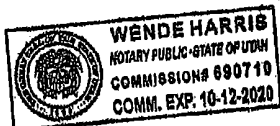
By:   
Name: Douglas C. Young  
Its: Manager

ACKNOWLEDGMENT

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

On this 16th day of October, 2019, personally appeared before me, Emily B. Markham, who by me being first duly sworn did say that she is the Manager of The Last Holdout, L.L.C., a Utah limited liability company, and acknowledged to me that she executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.

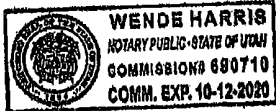


*Weende Harris*  
\_\_\_\_\_  
Notary Public

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

On this 16th day of October, 2019, personally appeared before me, Douglas C. Young, who by me being first duly sworn did say that he is the Manager of Olympia Ranch, L.L.C., a Utah limited liability company, and acknowledged to me that he executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.



*Weende Harris*  
\_\_\_\_\_  
Notary Public

**Exhibit "A"**

(legal description of Easement Property)

**Storm Drain Easement**

A part of the North Half of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah

Beginning at a point located 781.83 feet North 89°59'04" West along the section line and 783.25 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 89°59'04" East 1029.01 feet; thence North 0°08'37" East 101.00 feet; thence South 89°51'23" East 15.00 feet to the West line of Mustang Trail Way; thence South 0°08'37" West 115.97 feet along said West line; thence North 89°59'04" West 1043.98 feet; thence North 0°00'56" East 15.00 feet to the point of beginning.

Contains: 17,174 sq.ft.

**Exhibit "B"**  
(Map of Easement Property)

**11800 SOUTH STREET**

N 04°54'04" W 181.88'

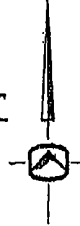
NORTH QUARTER CORNER  
SECTION 26, T8S, R24E

HORIZONTAL SCALE: 1"=150'  
**STORM DRAIN EASEMENT**

ADVANTAGE  
ARTS  
ACADEMY

S 07°00'56" W 165.25'

MUSTANG TRAIL WAY



S 89°51'23" E  
15.00'

S 0°08'37" E  
115.97'

N 0°08'37" E  
101.00'

POINT OF  
BEGINNING

15.00'

S 89°59'04" E 1029.01'

15.00'

N 0°00'56" E  
15.00'

N 89°59'04" W 1043.98'



EXHIBIT D

HSD Parcel Description:

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah:

Beginning at a point on the South right-of-way line of 11800 South Street, being 781.83 feet North 89°59'04" West along the Section line, and 33.00 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 463.50 feet; thence North 89°59'04" West 329.37 feet; thence North 0°00'56" East 463.50 feet to said South line of 11800 South Street; thence South 89°59'04" East 329.37 feet along said South line to the point of beginning.

Parcel No. 26-26-100-005

AAA Parcel Description:

A part of the Northwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah:

Beginning at a point which is 781.83 feet North 89°59'04" West along the Section line, and 496.50 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 0°00'56" West 301.75 feet; thence North 89°59'04" West 380.00 feet; thence North 0°00'56" East 765.25 feet to the South right-of-way line of 11800 South Street; thence South 89°59'04" East 50.63 feet along said South line; thence South 0°00'56" West 463.50 feet; thence South 89°59'04" East 329.37 feet to the point of beginning.

Parcel No. 26-26-100-006

EXHIBIT F  
WESTERN ACCESS POINT

