

WHEN RECORDED RETURN TO:

The Last Holdout, L.L.C.  
7677 Lincoln Street  
Midvale, UT 84047

12198403  
12/31/2015 1:12:00 PM \$29.00  
Book - 10392 Pg - 5901-5910  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 10 P.

(4)

Affects Parcel ID Nos. 26-26-300-015

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Easement Agreement") is made effective as of this 29 day of December, 2015, by and between THE LAST HOLDOUT, L.L.C., a Utah limited liability company, whose address is 7677 South Lincoln Street in Midvale, Utah 84047 ("Grantor") and HERRIMAN CITY, a municipal corporation, having a business address of 1301 South Pioneer Street in Herriman, Utah 84065 (the "City").

**RECITALS:**

WHEREAS, Last Holdout is the owner of certain real property in Herriman City, as depicted in Exhibit "A" (the "Property"); and

WHEREAS, the City is in the process of extending and making improvements to Herriman Parkway, which runs through a portion of the Property; and

WHEREAS, the City has requested an easement from Grantors on a portion of the Property, as herein provided.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to the City (to the extent of its right, title and interest therein) a public, permanent, perpetual,

nonexclusive easement and right of way for use by the City, its assigns and the general public, for the purpose of constructing, operating, modifying, removing, augmenting, replacing, and maintaining, including excavation and grading as becomes necessary, one or more underground pipelines; storm sewers; sanitary sewers; public roadways for vehicular, bicycle, and pedestrian purposes; utilities; curb, gutter and sidewalk; public utilities; all necessary or desirable accessories and appurtenances to all of the above, together with a perpetual non-exclusive right of ingress and egress to, from, over and along Grantor's immediately adjacent property, when such access is necessary and for any other purposes hereafter agreed to in writing by Grantor and City (the "Easement") across that portion of the Property depicted in Exhibit "A" hereto and described in Exhibit "B" hereto (the "Easement Property").

2. Term. The Easement granted by this Easement Agreement shall run with the Property and shall be effective and binding on the parties upon the execution of this Easement Agreement and shall be perpetual in term.

3. Cooperation. The parties hereto agree to cooperate in the execution of any other documents reasonably requested to evidence and carry out the terms of this Easement Agreement.

4. Easement is Non-Exclusive. The Easement granted by this Easement Agreement is non-exclusive and does not preclude the Grantor or their respective successors or assigns in interest from using the Easement Property for any purpose, so long as such use does not interfere with or in any way restrict the use of the Easement Property by City, as hereby granted.

5. Notices. All notices, statements, demands, approvals, or other communications to be given with regard to this Easement Agreement will be in writing,

addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid. If mailed, the notice will be deemed to have been given 48 hours after the date of mailing.

The address of the parties to which such notices are to be sent will be those of which the other party or parties actually receive notice, and until further notice are as follows:

If to the City: Herriman City  
Attn: Brett Wood  
13011 South Pioneer Street  
Herriman, UT 84065

With a copy to:

John Brems  
2798 West Matterhorn  
Taylorsville, Utah 84129

If to Last Holdout: The Last Holdout, L.L.C.  
Attn: David S. Bastian  
7677 Lincoln Street  
Midvale, UT 84047

With a copy to:

Jacob D. Anderson  
Anderson Law, PLLC  
500 N. Marketplace Drive, Suite 240  
Centerville, Utah 84014

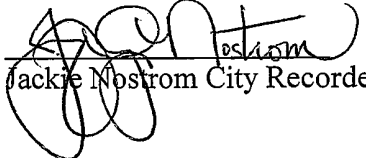
6. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, representatives, agents, successors, assigns, heirs and all persons claiming by, through or under them. Any reference made herein to the City, Fort Herriman or, Last Holdout is intended to refer also to any of their respective transferees, managers, members, successors and assigns, and all persons claiming by, through or under them.

7. Authority. The parties hereto warrant and represent to each other that they each have absolute authority to enter into this Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective on the date first above given.

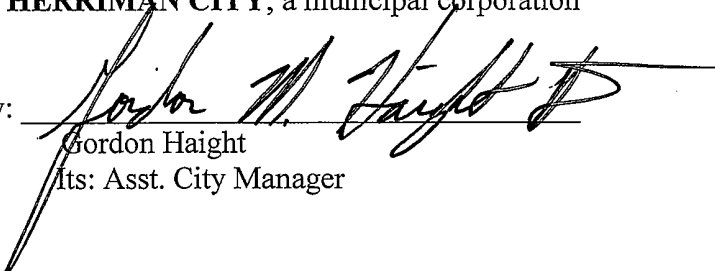


Attest

  
Jackie Nostrom City Recorder

**HERRIMAN CITY**, a municipal corporation

By: \_\_\_\_\_

  
Gordon Haight  
Its: Asst. City Manager

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

By: \_\_\_\_\_

David S. Bastian  
Its: Manager

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective on the date first above given.

**HERRIMAN CITY**, a municipal corporation

By: \_\_\_\_\_  
Gordon Haight  
Its: Assistant City Manager

Attest

\_\_\_\_\_  
Jackie Nostrom City Recorder

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

By: David S. Bastian  
David S. Bastian  
Its: Manager

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

On this 19 day of ~~December~~<sup>November</sup>, 2015, personally appeared before me Gordon Haight and Jackie Nostrom, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they are the Assistant City Manager and City Recorder of Herriman City, and that said document was signed by him in behalf of said municipal corporation, and acknowledged to me that said City executed the same.

*Cindy M. Quick*  
\_\_\_\_\_  
NOTARY PUBLIC

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



On this \_\_\_\_\_ day of December, 2015, personally appeared before me David S. Bastian, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of The Last Holdout, L.L.C., a Utah limited liability company, and that said document was signed by him in behalf of said company, and said David S. Bastian acknowledged to me that said company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

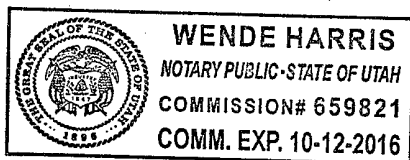
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\_\_\_\_\_  
NOTARY PUBLIC

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

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*Weende Harris*  
\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit "A"**  
**(property legal description)**

**PARCEL A (record description)**

**Jordan School District Board of Education**

**Sidwell Parcel No. 26-26-300-015**

Beginning at a point being North 89°45'56" West 35 feet and North 00°00'26" West 1,072.31 feet from the Southwest Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°00'26" West 1,577.80 feet;  
thence South 89°47'07" East 35 feet to the West Quarter Corner of said Section 26;  
thence North 89°59'36" East 1,324.46 feet;  
thence South 00°01'13" East 1,575.87 feet;  
thence South 89°59'34" West 1,359.86 feet to the point of beginning.

Contains 49.22 Acres



**Exhibit "B"**  
**(easement property description)**

**PARCEL E**

**12600 South Road Easement**

**Portion of Sidwell Parcel Nos. 26-26-300-015**

Beginning at a point being North 89°59'04" West 1,323.79 feet and South 4,095.99 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian (said North Quarter Corner being North 89°59'00" West 2,647.30 feet from Northeast Corner of said Section 26); and running

thence South 00°01'13" East 126.00 feet;

thence South 89°56'19" West 1,445.77 feet;

thence North 00°01'39" East 126.00 feet;

thence North 89°56'19" East 1,445.67 feet to the point of beginning.

Contains 182,161 Square Feet or 4.182 Acres

PARCEL A  
49.22 AC

PARCEL E  
4.182 AC

