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Book - 10680 Pg - 601-610
ADAM GARDINER
Recorder, Salt Lake County, UT
PADRM LLC
BY: eCASH, DEPUTY - EF 10 P.

AFTER RECORDING, RETURN TO:
PIA ANDERSON MOSS HOYT, LLC
C/O Derek E. Anderson, Esq.
136 E South Temple, Suite 1900
Salt Lake City, Utah 84111

<u>BENEFITTED PARCELS:</u> (i) 33211000240000; (ii) 33211000200000; and (iii) 33212000120000.	<u>BURDENED PARCELS:</u> (i) 33202000080000; (ii) 33211000210000; and (iii) 33212000130000.
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ACCESS AND UTILITY EASEMENT

That STAKER & PARSON COMPANIES, a Utah corporation ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by DOUGLAS WHEADON AND JANET CRINER, AS CO-TRUSTEES OF THE GENE WHEADON TRUST ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee: (i) the easement and right to access, construct, reconstruct, operate, repair, re-build, replace, alter, remove and perpetually maintain a non-exclusive twenty foot (20') wide utility easement (the "Easement"), for the purpose of access and construction of water, sewer, power, gas cable or other utilities, together with all incidental improvements, in, upon and across certain real property owned by Grantor and located in Herriman City, Salt Lake County, Utah as more particularly described and depicted on Exhibit A attached hereto and incorporated herein for all purposes (the "Easement Property"); provided, however, the parties acknowledge that the Easement Property may be altered as provided for in that certain "Amendment Agreement," effective December 31, 2017, executed by and between Grantor and Grantee. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property for the purpose of accessing, constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the utilities located within the Easement, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain the Easement at all times in the future within the Easement area. If Grantee is unable to access the Easement due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's Easement Property within fifteen feet (15') of the Easement area as is reasonably necessary to and for the limited purpose of accessing the Easement.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Easement, restore the surface of the Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement that were removed as a result of such work. To the maximum extent allowed by law, Grantee will be liable for, and shall indemnify and defend Grantor from and against, any and all costs or expenses of any kind which may result from its activities on the Easement Property.

This instrument shall not be considered as a deed to the Easement or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signatures appear on following page]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 20 day of April 2018.

GRANTOR:
STAKER & PARSON COMPANIES,
a Utah corporation

By: [Signature]
Name: TRAVIS CANFIELD
Title: VICE PRESIDENT

AGREED AND ACCEPTED:
GRANTEE:

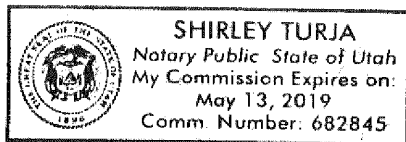
**DOUGLAS WHEADON AND JANET
CRINERAS CO-TRUSTEES OF THE
GENE WHEADON TRUST**

By: _____
Name: DOUGLAS WHEADON
Title: _____

STATE OF Utah §
COUNTY OF Salt Lake §

BEFORE ME, the undersigned authority, on this day personally appeared Travis Canfield, the vice president of Staker & Parson Companies, a Utah corporation known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the duly authorized representative of Staker & Parson Companies and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of April 2018 2018.



[Signature]
Notary Public, State of Utah
My commission expires: 5-13-19

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 20th day of April 2018.

GRANTOR:
STAKER & PARSON COMPANIES,
a Utah corporation

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED:
GRANTEE:

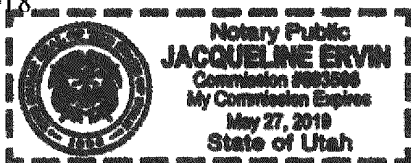
**DOUGLAS WHEADON AND JANET
CRINERAS CO-TRUSTEES OF THE
GENE WHEADON TRUST**

By: Douglas Wheadon
Name: DOUGLAS WHEADON
Title: co trustee

STATE OF Utah §
COUNTY OF Salt Lake §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas Wheadon ^{Gene Wheadon Trust} the Co-trustee of Staker & Parson Companies, a Utah corporation known to me to be the person whose name is subscribed hereto; he acknowledged to me he is the duly authorized representative of Staker & Parson Companies and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of April, 2018.



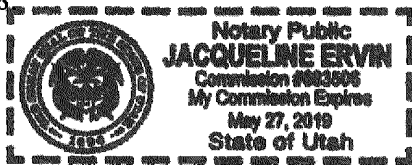
Jacqueline Ervin
Notary Public, State of Utah
My commission expires: May 27, 2019

By: JW Criner
Name: JANET CRINER
Title: Co-trustee

STATE OF Utah §
COUNTY OF Salt Lake §

BEFORE ME, the undersigned authority, on this day personally appeared Janet Criner, Co-Trustee, for and on behalf of Gene Wheadon Trust, known to me to be the person whose name is subscribed hereto; she acknowledged to me she is the duly authorized representative of Gene Wheadon Trust and that she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of April, 2018.



Jacqueline Ervin
Notary Public, State of Utah
My commission expires: May 27, 2019

EXHIBIT A

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**BEEF HOLLOW
ACCESS AND UTILITY EASEMENTS**

(Easement No. 1)

A 20 foot wide Access easement, located in the Northeast Quarter of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, the Northerly line of said easement is described as follows:

Beginning at a point that lies South 89°41'16" East 988.850 feet along the North Line of Government Lot 3 and South 693.700 feet from the North Quarter Corner of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 48°44'03" West 83.320 feet to a point on a 280.000 foot radius tangent curve to the right, (radius bears North 41°15'57" West); thence along the arc of said curve 129.478 feet through a central angle of 26°29'41"; thence South 75°13'44" West 41.540 feet to a point on a 420.000 foot radius non tangent curve to the right, (radius bears North 14°46'22" West); thence along the arc of said curve 19.946 feet through a central angle of 02°43'16" to a point of reverse curvature with a 85.000 foot radius tangent curve to the left, (radius bears South 12°03'06" East); thence along the arc of said curve 126.018 feet through a central angle of 84°56'42"; thence South 06°59'48" East 64.168 feet to a point on a 145.000 foot radius tangent curve to the left, (radius bears North 83°00'12" East); thence along the arc of said curve 213.432 feet through a central angle of 84°20'11"; thence North 88°40'01" East 300.090 feet to a point on a 82.000 foot radius tangent curve to the right, (radius bears South 01°19'59" East); thence along the arc of said curve 147.071 feet through a central angle of 102°45'46"; thence South 11°25'47" West 0.750 feet to a point on a 95.000 foot radius non tangent curve to the right, (radius bears North 78°34'10" West); thence along the arc of said curve 150.890 feet through a central angle of 91°00'14"; thence North 77°33'56" West 121.660 feet to a point on a 3530.000 foot radius tangent curve to the left, (radius bears South 12°26'04" West); thence along the arc of said curve 243.103 feet through a central angle of 03°56'45"; thence North 81°30'41" West 416.270 feet to a point on a 3830.000 foot radius tangent curve to the left, (radius bears South 08°29'19" West); thence along the arc of said curve 330.888 feet through a central angle of 04°57'00" to the point of terminus.

(Easement No. 2)

A 20 foot wide Access and Utility easement, located in the Northwest Quarter of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, the Northerly line of said easement is described as follows:

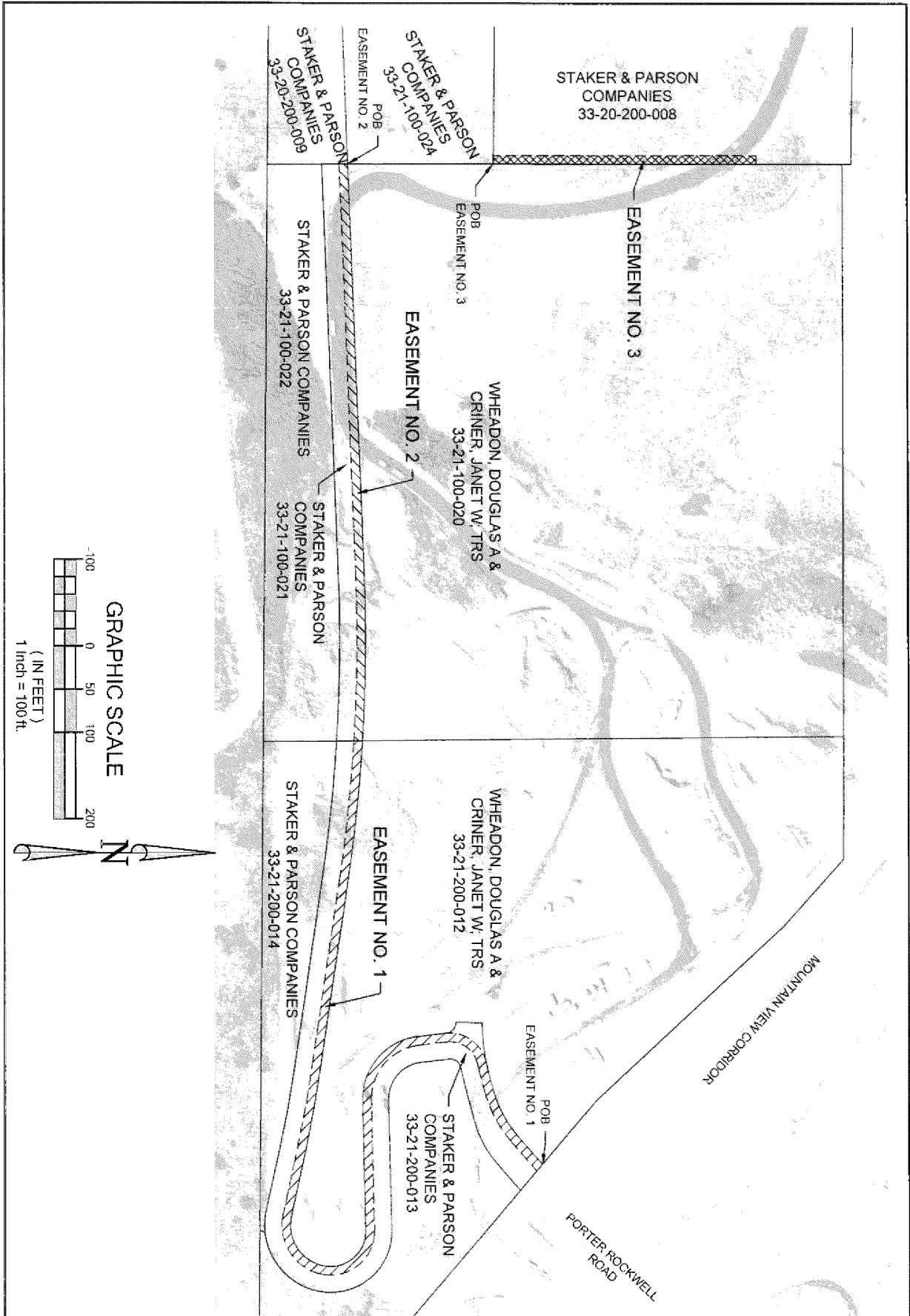
Beginning at a point that lies West 1321.310 feet and South 1206.820 feet and North 00°09'44" West 60.040 feet from the North Quarter Corner of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North 87°43'25" East 945.630 feet to a point on a 3830.000 foot radius tangent curve to the right, (radius bears South 02°16'35" East); thence along the arc of said curve 388.710 feet through a central angle of 05°48'54" to the point of terminus.

(Easement No. 3)

A 20 foot wide Utility easement, located in the Northwest Quarter of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, the Easterly line of said easement is described as follows:

Beginning at a point that lies South 00°36'59" East 1344.120 feet along the line common to

Government Lots 2 & 3 of said Section 21 and North 89°33'30" West 1334.920 feet along the Southerly Line of said Government Lot 3 and North 00°05'40" West 522.760 feet from the North Quarter Corner of Section 21, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°05'40" West 610.000 feet to the point of terminus.



JOB NUMBER 003065	DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 PERIGEE CONSULTING <small>CIVIL • STRUCTURAL • SURVEY</small>	BEEF HOLLOW ACCESS & UTILITY EASEMENTS
	<small>5000 SOUTH 850 WEST, SUITE 100 SPRINGDALE, UT 84661 801.528.0004 TEL. 801.528.0011 FAX</small>		