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04/04/2008 02:39 PM \$0.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
13011 S PIONEER ST
HERRIMAN UT 84065
BY: ZJM, DEPUTY - MA 5 P.

WHEN RECORDED, MAIL TO:
Herriman City
13011 Pioneer Street
Herriman, Utah 84065

Tax ID No. 26-32-400-002

Perpetual Easement

Salt Lake County

THE LAST HOLDOUT, LLC, a Utah Limited Liability Company of the State of Utah, Grantor, of Midvale, State of Utah, hereby GRANTS AND CONVEYS to HERRIMAN CITY, at 13011 Pioneer Street, City of Herriman, County of Salt Lake, State of Utah, 84065, herein referred to as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a non-exclusive Perpetual Easement for the construction and maintenance of a water line and a storm drain line, more particularly described as follows;

A Perpetual Easement 30 feet in width (the "Easement"), described as follows and across the following property located in Salt Lake County, Utah (the "Easement Property"):

Beginning at a point which is located North 00°28'05" West 1323.08 feet along the section line from the Southeast corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°29'21" West, 30.00 feet; thence North 00°28'05" West, 432.02 feet; thence North 89°31'54" East, 30.00 feet; thence South 00°28'05" East, 432.54 feet along the section line to the point of beginning.

The Easement contains approximately 12,968 square feet or 0.30 acres, more or less. In addition to the Easement, Grantor hereby also grants to Grantee a Temporary Construction Easement, 10 feet in width, immediately adjacent to the Westerly side and parallel with the above described Easement Property (the "Temporary Construction Easement"). The Temporary Easement contains approximately 4,320 square feet.

The Temporary Easement shall automatically expire and terminate upon completion of the construction of the water pipeline and storm drain, both of which shall be located within the Easement.

Note: The basis of bearing is North 00°28'05" West from the Southeast section corner to the East quarter corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

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The boundary line of said Easement and Temporary Easement shall be lengthened and/or shorted to begin and end on, and conform to the Grantor's property lines.

Grantee intends to construct a culinary water line in the Easement consisting of a 16 inch metal pipeline and a separate storm drain by constructing a concrete pipeline 21 inches in diameter, both of which shall be buried between four (4) and six (6) feet under the surface of the Easement Property (together the "Pipelines").

The Easement shall be nonexclusive and for the limited purpose to construct, lay, maintain and service the Pipelines. There shall be no valves, boxes or other transmission facilities above ground located on the Easement Property.

The scope of the Temporary Easement shall be for the construction of the Pipelines within the Easement Property and shall automatically expire when the Pipelines have been constructed.

The scope of the Easement shall be to lay, maintain, operate, repair, inspect, protect, remove and replace the Pipelines in the same size and at the same depth and location across the center line of the Easement Property above described.

Grantor shall have the right to use said Easement Property, except for the purposes for which this Easement is granted to Grantee, provided such use does not materially interfere with the Facilities or any other rights granted to Grantee hereunder. Grantor's use of the Easement Property may include but shall not be limited to tilling, cultivating, planting grasses, the planting of sod, bushes, and shrubs and pedestrian trails. Grantor shall not plant deep rooted trees upon the Easement Property without the consent of Grantee, which consent shall not be unreasonably withheld.

During the term of this grant and/or for any work by Grantee on the Easement Property, Grantee shall restore the Easement Property to substantially the same condition and quality as the Easement Property was in prior to commencement of the work, including but not limited to grade, quality of soil on the surface of the Easement Property and vegetation. During any excavation, Grantee will remove the topsoil from the pipeline trench and will segregate said topsoil from the subsoil excavated from the trench. After the Pipelines have been installed, the topsoil shall be replaced to substantially its original position relative to the subsoil, the topsoil being placed and evenly spread on top of the Easement Property. Grantee agrees to restore the surface drainage contour on the Easement Property to substantially the same contour existing prior to installation of said Pipelines. Grantee also agrees to repair any damages Grantee caused to the Easement Property or any improvements thereon, and shall return the same to substantially the same condition existing prior to the Grantee's use of the Easement Property.

Grantee agrees that, to the extent that foreign materials are required for the construction of the Pipelines, Grantee will utilize clean materials from a rock quarry in order to prevent weed growth on the Easement Property.

Grantee agrees to pay damages that may arise to any fences, crops, including crop loss on areas outside of this Easement caused by Grantor's inability to use, access, plant or harvest crops

due to Grantee's activities on the Easement Property. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 20 days after such request. If the two so chosen are unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator. If the two arbitrators cannot agree on a third arbitrator, either Grantor or Grantee may seek appointment of a third arbitrator by a state district court judge of the Third District Court of Salt Lake County. The decision of any two of the arbitrators so appointed shall be final.

Grantee is aware that horses and other livestock may be on the Easement Property. Grantee agrees to keep a gate or fence on the north end of the Easement Property and to keep it closed at all times other than when Grantee is entering onto or leaving the Easement Property.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other permanent improvement over or across said Easement Property, nor materially change the contour thereof, without the prior written consent of Grantee, which consent shall not be unreasonably withheld. This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

The parties agree that the Easement and Temporary Easement shall be subject to the following additional conditions and restrictions:

- a. Grantee and its agents and contractors in performance of any work on the Easement Property, shall restore all Easement Property and the Temporary Easement through which work traverses, occurs, is staged or impacted to substantially its original condition.
- b. Grantee agrees to a one-time walk thru to pick and remove all rocks on the Easement Property and the Temporary Easement greater than 2 inches in diameter brought to the surface during construction or other activities or through the use of Grantee or its contractors, employees or agents of the Easement and Temporary Easement.
- c. Grantee agrees to maintain soil separation of topsoil from subsoil. The topsoil will be placed separate from the subsoil and returned to the trench area in which the Pipelines are located in order to keep the soil fertility, to replace the topsoil substantially to its original location, and to minimize the possibility of bringing subsurface rocks to the surface.
- d. Grantor recognizes that Grantee has the power of eminent domain and reserves the right to condemn the Easement and Temporary Easement for said Pipelines as a last resort if necessary. Consequently, Grantee has acquired the Easement and Temporary Easement under threat of condemnation.
- e. Grantor grants permission to Grantee, its employees, agents, and contractors reasonable access to and across the Easement Property including the construction working space. If any gate to access the Easement Property is required, it shall be installed by Grantee at its sole cost and expense. Any fence removed by Grantee for construction of the Pipelines will be

immediately replaced and restored to their prior location once the Pipelines have been constructed and installed.

f. Grantor shall have the perpetual right to use the Easement Property, so long as it does not interfere with Grantee's right to use the Easement Property in accordance with the terms of the Easement.

g. Nothing contained herein shall be deemed a gift or dedication of the Easement Property or the Temporary Easement to the general public for any purpose whatsoever.

h. Grantee agrees that all existing topsoil on the Easement Property will be removed, stockpiled during construction and then replaced on the Easement Property as soon as construction is complete.

i. Grantee agrees to scarify the soil in the areas constituting the Easement and Temporary Easement at the end of project construction in order to alleviate the compaction caused by the equipment used for construction of the Pipelines.

j. In the event Grantor or its successors or assigns ever develop or improve any portion of the Property consisting of or adjacent to the Easement Property and reasonably determines that the location of the Pipelines restricts or interferes with said development (including but not limited to reducing the number, location or size of building lots or building pads), upon written request from Grantor or its successors and assigns to Grantee, requesting the relocation of the Pipelines, Grantee shall relocate the Pipelines, at its sole cost and expense, to a location agreeable to the parties either to the east or to the west of the Easement Property.

IN WITNESS WHEREOF, said The Last Holdout, L.L.C. has caused this instrument to be executed by its proper officers thereunto duly authorized, this 21st day of March, A.D. 2008.

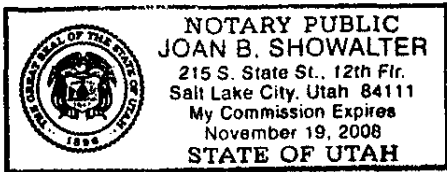
THE LAST HOLDOUT, L.L.C., a Utah
limited liability company

By: David S. Bastian
David S. Bastian, Manager

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

On this 21st day of March, 2008, personally appeared before me, David S. Bastian, who, being by me duly sworn, says that he is the Manager of The Last Holdout, L.L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and David S. Bastian acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written.



Joan B. Showalter
Notary Public