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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 10 P.

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
One East Washington St., Suite 1600
Phoenix, Arizona 85004-2553

Herriman (Daybreak), UT #6734

AGREEMENT FOR CONVEYANCE AND MUTUAL EASEMENTS

20th This Agreement for Conveyance and Mutual Easements ("Agreement") is made this day of January, 2017, by and between **HERRIMAN CITY**, a Utah municipality (the "City") and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart").

RECITALS:

Wal-Mart is the contract purchaser of that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Wal-Mart Property");

A portion of the Wal-Mart Property is legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Detention Property").

Wal-Mart is contemplating, but is not obligated to, developing the Wal-Mart Property and using the Detention Property for stormwater runoff.

The City owns street right of ways that are adjacent to and in the vicinity of the Wal-Mart Property (collectively the "City Rights-of-Way").

The City wishes to use the Detention Property for stormwater runoff from the City Rights-of-Way.

The City has requested that Wal-Mart convey the Detention Property to the City for use exclusively as a detention pond.

Wal-Mart, subject to the terms hereof, is willing to convey the Detention Property to the City.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals: The parties hereby acknowledge the accuracy of the Recitals.

2. Conveyance. Wal-Mart agrees that, subject to the satisfaction of the condition precedent contained in Section 6 below and subject to the other terms of this agreement, Wal-Mart shall file for a plat amendment applicable to the Wal-Mart Property which plat amendment will, among other things, create the Detention Property as a legal lot and Wal-Mart will then convey the Detention Property to the City (by Special Warranty Deed) to be used exclusively for detention and retention of stormwater runoff purposes (the "Conveyance").

3. Easements.

(a) Effective on the effective date of the Conveyance, the City hereby grants to Wal-Mart a temporary construction easement over the Detention Property to the extent reasonably necessary for the construction of improvements to the Wal-Mart Property and to satisfy Wal-Mart's obligations detailed in Section 4(b) below.

(b) Effective on the effective date of the Conveyance, the City hereby grants to Wal-Mart a perpetual non-exclusive easement for the discharge and retention of stormwater into and onto the Detention Property. The City covenants and agrees that at all times not less than 80,000 cubic feet of capacity in and on the Detention Property shall be exclusively dedicated and allocated to and for the benefit of the Wal-Mart Property.

4. Agreements of Wal-Mart. Wal-Mart hereby agrees as follows:

(a) From and after the satisfaction of the conditions precedent detailed in Section 6 below, Wal-Mart shall process the Utah Stream Alteration Permit and Salt Lake County flood Control Permit (the "Permit") in a commercially reasonable fashion. The permittee under the Permit shall be the City.

(b) If and when Wal-Mart elects to undertake the construction of improvements on the Wal-Mart Property, Wal-Mart shall install the outlet device from the Detention Property into Midas Creek and will install the other required landscaping, irrigation and surface improvements (in accordance with the Plans, as hereafter defined) to the Detention Property.

(c) Wal-Mart will cause its engineer to prepare plans and specification for the construction of stormwater detention and retention improvements on the Detention Property (the "Plans"), which plans shall be approved by the City in its reasonable discretion.

5. Agreements of the City. The City Agrees as follows:

(a) The City will construct the improvement on the Detention Property in accordance with the Plans. The construction shall be completed on or before September 30, 2017 (the "Completion Date"). In the event said improvements are not completed or before the Completion Date, Wal-Mart shall have the right to enter upon the Detention Property and complete the improvements thereon and in such event, the City will reimburse Wal-Mart for its out-of-pocket expenses upon demand.

(b) The City will, at its sole cost and expense, maintain the improvements on the Detention Property in good condition and repair. Should the City at any time fail to do so, Wal-Mart shall have the right to enter upon the Detention Property in order to undertake the required maintenance and in such event, the City will reimburse Wal-Mart for its out-of-pocket expenses upon demand.

(c) The City hereby absolutely, primarily, unconditionally, irrevocably and jointly and severally agrees to indemnify, defend and hold harmless Wal-Mart from any and all demands, claims, actions, causes of action, losses, damages, costs, expenses, judgments, awards, settlements or other amounts, as well as court costs, attorney's fees and expenses and investigation costs, arising directly or indirectly from the construction, operation or maintenance of the improvements located or to be located on the Detention Property (the "Liabilities"). The City shall pay to Wal-Mart the amount of any Liabilities incurred or suffered by Wal-Mart within thirty (30) days of Wal-Mart's written demand (together with evidence of the amount) therefor.

6. Condition Precedent. Wal-Mart's obligations hereunder are expressly conditioned upon Wal-Mart electing in its sole discretion, to acquire fee title to the Wal-Mart Property. In the event that Wal-Mart fails to do so on or before April 30, 2017, then this Agreement shall terminate and be of no further force and effect.

7. Binding Effect. Upon recordation hereof, the agreements contained herein and the rights granted hereby shall run with the title to the Wal-Mart Property and the Detention Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees and assigns.

8. Further Cooperation. The parties agree to take such acts and execute such documents as reasonably requested by the other party or by the City to carry out the intent of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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



Cindy M. Orwick
Deputy Recorder
State of Utah
County of Salt Lake

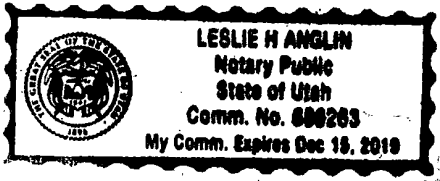
HERRIMAN CITY, a Utah municipality

By: Brett Geo. Wood
Name: Brett Geo. Wood
Its: City Manager

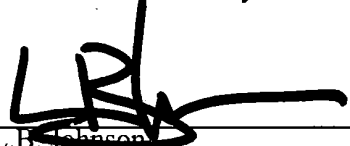
The foregoing instrument was acknowledged before me this 12 day of January, 2017, by Brett Geolford, the City Manager of Herriman City, a Utah municipality, on behalf of the municipality.

(Seal and Expiration Date

Leslie H Anglin
Notary Public



WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By: 
Name: L.B. Johnson
Its: Vice President of Real Estate

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 17 day of January, 2017, by L.B. Johnson, a Vice President of Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

(Seal and Expiration Date)



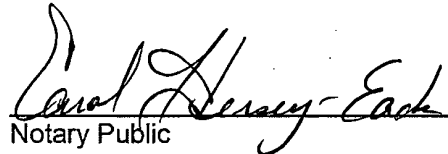

Notary Public

EXHIBIT A

Wal-Mart Property
(Legal Description)

Lot 3, ANTHEM COMMERCIAL SUBDIVISION, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder on December 7, 2016, Entry No. 12428467, Book/Page 2016P/318.

EXHIBIT B

Detention Property
(Legal Description)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, HERRIMAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:

THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN , WHICH IS CONSIDERED TO BEAR S89°53'31"E;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, THENCE S89°53'31"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 2160.22 FEET AND S00°00'00"E, A DISTANCE OF 2284.44 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HERRIMAN MAIN STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N62°29'40"E, A DISTANCE OF 49.06 FEET;

THENCE S71°10'40"E, A DISTANCE OF 100.25 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE THE LEFT, HAVING A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 21°34'56", A DISTANCE OF 20.91 FEET, A CHORD BEARING OF S81°58'09"E AND A CHORD DISTANCE OF 20.78 FEET;

THENCE N87°14'23"E, A DISTANCE OF 143.97 FEET;

THENCE S02°45'37"E, A DISTANCE OF 12.00 FEET;

THENCE N87°14'23"E, A DISTANCE OF 131.00 FEET;

THENCE N02°45'37"W, A DISTANCE OF 12.00 FEET;

THENCE N87°14'23"E, A DISTANCE OF 91.27 FEET;

THENCE S02°45'37"E, A DISTANCE OF 55.11 FEET;

THENCE S40°50'15"W, A DISTANCE OF 93.23 FEET;

THENCE S88°59'01"W, A DISTANCE OF 69.79 FEET;

THENCE N59°17'37"W, A DISTANCE OF 105.64 FEET;

THENCE S89°52'44"W, A DISTANCE OF 265.83 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID HERRIMAN MAIN STREET;

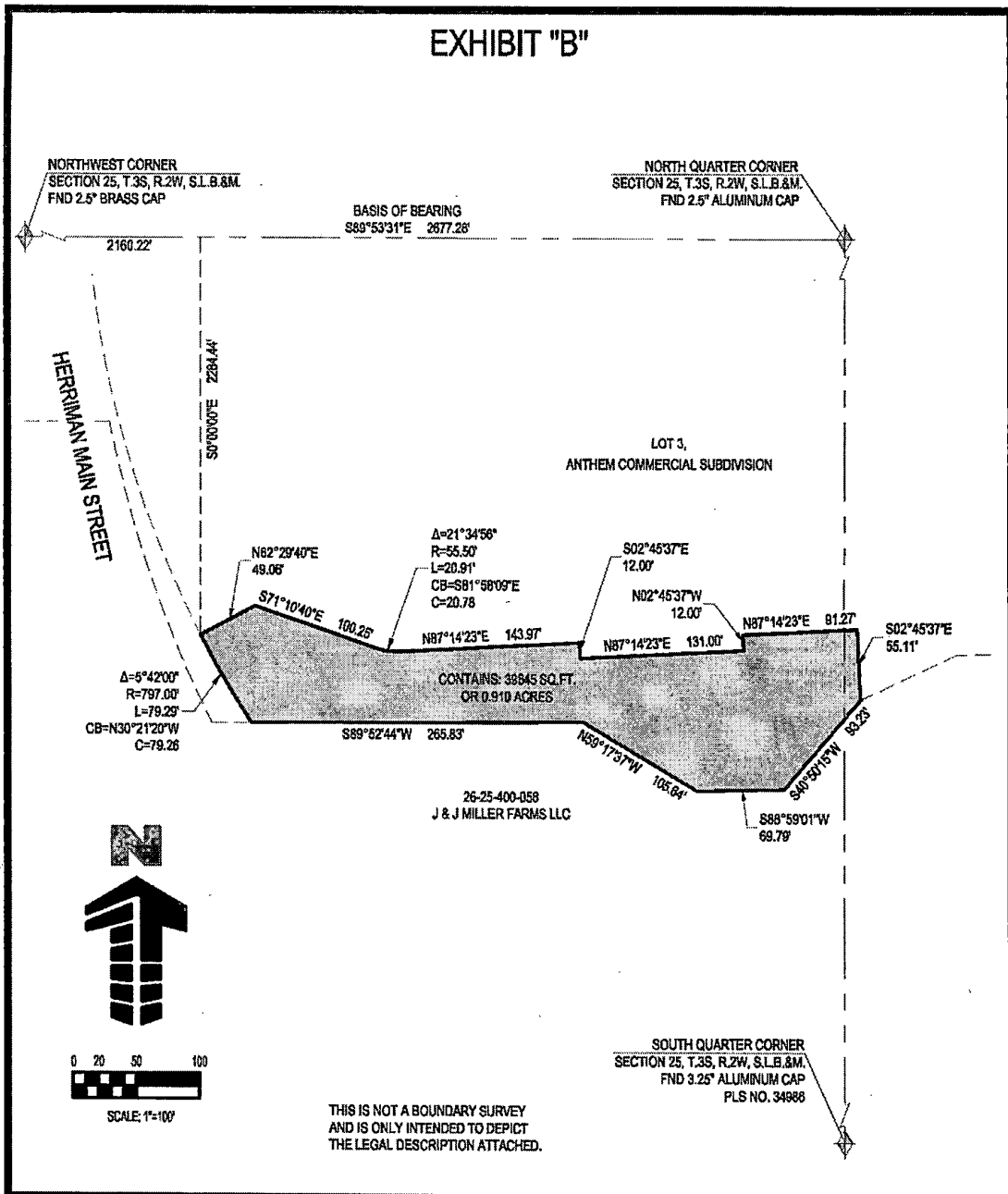
THENCE ALONG SAID EASTERLY LINE AND CURVE THE RIGHT, HAVING A RADIUS OF 797.00 FEET, A
CENTRAL ANGLE OF 05°42'00", A DISTANCE OF 79.29 FEET, A CHORD BEARING OF N30°21'20"W AND A
CHORD DISTANCE OF 79.26 FEET ALONG THE EASTERLY LINE OF SAID HERRIMAN MAIN STREET TO THE
POINT OF BEGINNING;

CONTAINS 39,645 SQUARE FEET OR 0.910 ACRES MORE OR LESS

PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY
BY LYLE G. BISSEGGER, PLS# 38038



EXHIBIT "B"



DETENTION POND PROPERTY 12053 SOUTH HERRIMAN MAIN STREET HERRIMAN UTAH, 84096	Project No: WMT0187	 Galoway Planning, Architecture, Engineering The Gateway Building 818 South 700 East, Suite 207 Salt Lake City, UT 84102 333.770.6594 www.galoway.com
	Drawn By: NGC	
Checked By: LGB		
Date: 1/10/17		
SHEET 1 OF 1		