

11485647
10/4/2012 3:24:00 PM \$16.00
Book - 10063 Pg - 3543-3546
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 4 P.

When recorded return to:

MNT # 30610
UTAH TRANSIT AUTHORITY
Attn: Robert Hughes
669 West 200 South
Salt Lake City, Utah 84101

UTA Parcel No: BLU-29:2E
UTA Project No. FrontRunner South Commuter Rail

Tax Parcel No. 27.3.351.009

PERPETUAL UTILITY EASEMENT

For value received, Draper Holdings, LLC, a Utah Limited Liability Company, ("Grantor"), hereby grants to Utah Transit Authority, a public transit district organized pursuant to Utah law ("Grantee"), an exclusive perpetual easement for a right of way (15) feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof (the "Easement Area").

Together with the reasonable and necessary right of non-exclusive access to the right of way from portions of adjacent lands of Grantor for all activities solely in connection with the purposes for which this Easement has been granted, provided such access does not materially and adversely affect the use of Grantor's adjacent lands; and together with the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee facilities or impede Grantee activities as expressly provided above and at Grantee's sole cost and expense.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee in its reasonable good faith discretion, with the purposes for which this Easement has been granted.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, actions, causes of action, damages, costs, expenses, lawsuits and liabilities of every nature which arise out of or in connection with the use or maintenance of the Easement Area, except to the extent caused by Grantor's negligence, recklessness, or willful misconduct.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

IN WITNESS WHEREOF, said DRAPER HOLDINGS, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of October, 2012.

DRAPER HOLDINGS, LLC
a Utah limited liability company

By: DRAPER ASSOCIATES, LLC
a Utah limited liability company
Manager

By: _____
Jeffery M. Vitek, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

*Doc Attached
CA Notary Public
RM*

On the date first above written personally appeared before me, JEFFERY M. VITEK, who, being by me duly sworn, says that he is the Manager of DRAPER ASSOCIATES, LLC, a Utah Limited Liability Company, and that DRAPER ASSOCIATES, LLC is the Manager of DRAPER HOLDINGS, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said JEFFERY M. VITEK acknowledged to me that said company executed the same.

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

Notary Public

4

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

See Below RM

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this

2nd day of October, 2012, by
Date Month Year

(1) Jeffrey M. Vitik
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (1) (2)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Rachel Miller
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

EXHIBIT A

The following described real property is located in Salt Lake County, Utah:

A PARCEL OF LAND FIFTEEN (15) FEET IN WIDTH, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING A PORTION OF LOT 6 DRAPER TOD, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 18 2011, AS ENTRY 11281837, SALT LAKE COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 6, THENCE NORTH 89°58'29" WEST 57.30 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 6, AND NORTH 28°46'03" EAST 7.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°21'16" WEST 89.47 FEET; THENCE NORTH 03°38'44" EAST 15.00 FEET; THENCE SOUTH 86°21'16" EAST 96.50 FEET; THENCE SOUTH 28°46'03" WEST 16.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,395 SQUARE FEET, 0.032 ACRES.

✍