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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SNELL & WILMER LLP  
ATTN WADE BUDGE  
15 WEST SOUTH TEMPLE, STE 1200  
SLC UT 84101  
BY: NPP, DEPUTY - WI 15 P.

**WHEN RECORDED, RETURN TO:**

SNELL & WILMER L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attn: Wade Budge

Affects Parcel Nos: 26-10-300-006  
26-10-400-001

**UTILITY EASEMENT AGREEMENT**  
[East-West]

THIS UTILITY EASEMENT AGREEMENT ("Agreement"), is made and entered into as of August 17, 2019 (the "Effective Date"), by and between VICKY R. JONES, TRUSTEE OF THE VICKY R. JONES SURVIVOR'S TRUST UAD FEBRUARY 25, 2016, as to an undivided 95.5% interest; BRYAN L. JONES, a married man as his separate property, as to an undivided 1.5% interest; LEANNA JONES, a single woman, as to an undivided 1.5% interest; and JENEAL HARSHMAN, a married woman, as her separate property, as to an undivided 1.5% interest, each as tenants in common (collectively, "Grantors"), and LONESTAR SLC I, LLC, a Delaware limited liability company ("Grantee"). Grantors and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Grantors collectively own all of those certain two (2) tracts of land located at the northeast corner of Old Bingham Highway and Highway 111 (also commonly referred to as "Bacchus Highway") in the City of West Jordan, County of Salt Lake, State of Utah (collectively the "Grantors' Property"), more particularly described on Exhibit A-1 attached hereto.

B. In advance of transferring a portion of Grantors' Property to Grantee, which portion is more particularly described in Exhibit A-2 ("Grantee's Property"), Grantors desire to grant and Grantee desires to receive an easement over, under, across, and through a portion of Grantors' Property for the purposes and pursuant to the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set forth in the body of this Agreement.

2. Grant of Easement. Grantors hereby convey and warrant to Grantee a permanent, non-exclusive easement and right-of-way, over, under, and across a portion of Grantors' Property, approximately forty-five feet (45') in width, as more particularly described in Exhibit B, and depicted as the "Easement Area" on Exhibit C (the "Easement Area"), for the purpose of allowing Grantee and its agents, contractors, invitees, tenants, licensees, employees, consultants, utility providers, successors, and assigns (collectively, "Grantee Permittees"), to install, construct, maintain, use, repair, replace, remove, and/or dedicate to public use: (i) an underground sewer line and related facilities, and (ii) an underground storm drain line and related facilities, all to be located within the Easement Area (collectively, the "Utilities"), together with a right of access to the surface or any portion of the Easement Area, in order to

exercise the foregoing rights. The Utilities shall be sized according to applicable governmental requirements. The Easement Area shall connect with an easement area running north and south, granted to Grantee by separate written instrument.

The easement granted hereunder shall (i) constitute a servitude on the Easement Area (ii) be appurtenant to and for the benefit of Grantee's Property, (iii) run with the land, and (iv) bind and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties. If Grantee's Property is hereafter further divided, whether by subdivision, lot split, separation of ownership or by lease or other means, all parts of Grantee's Property shall enjoy the benefit of the easement granted herein.

3. Construction; Maintenance. Grantee shall use commercially reasonable efforts to avoid construction of the Utilities during the 2019 harvest season, and to the extent construction is necessary during such season, Grantee will coordinate its construction activities to minimize its impact on farming activities conducted on Grantors' Property. The construction, maintenance, and repairs of the Utilities shall be at no cost to Grantors, except to the extent that any repairs are necessitated by the negligent or willful act of Grantors or their agents, contractors, employees, consultants, successors, and assigns (collectively, "**Grantor Permittees**"), in which case Grantors or the Grantor Permittees, as applicable, shall be responsible for such costs and shall reimburse Grantee for such costs.

4. Use of Easement Area. So as to limit the disturbance of Grantors' use of Grantors' Property, Grantee shall use commercially reasonable efforts to ensure potential above-ground improvements related to the easement granted herein are located at or below plow depth, except for manholes and similar surface improvements, which shall be visible to farming equipment and others using the Grantor's Property. Neither Grantors nor Grantor Permittees shall make any use of the Easement Area that interferes with the rights granted to Grantee and Grantee Permittees under this Agreement. Grantors shall not add cover (fill or top soil) to the Easement Area without the prior written consent of Grantee, which consent may not be unreasonably withheld, conditioned or delayed. Grantors shall not construct or cause the construction of any permanent structure, wall, fence, or other barrier, or deep-rooted vegetation such as trees on the Easement Area. To the extent that Grantors desire to make any permanent improvements to the Easement Area, or any portion thereof, Grantors shall first obtain the written consent of Grantee to the proposed improvements, including the plans and specifications therefor. Grantors shall be responsible for paying any and all ad valorem taxes and assessments levied against the entire Grantors' Property, including the Easement Area, and shall not suffer or permit such taxes and assessments to become delinquent. Immediately after the completion of any work performed by Grantee or Grantee's successors or assigns pursuant to this Agreement, Grantee or such successors or assigns shall, at its sole cost and expense, remove or cause to be removed all debris and, to the extent reasonably possible, restore the surface of the Easement Area to the condition that existed prior to the commencement of such work, provided, however, that Grantee shall have no responsibility, of restoration, compensation, or otherwise, with respect to any trees, crops, plants, or other foliage removed from the Easement Area for the initial construction of the Utilities, or otherwise unreasonably impeding Grantee's use of the Easement Area, and Grantee shall have no responsibility for repairing or restoring any damage to the Easement Area caused by Grantors or Grantor Permittees.

5. Grantor's Reservation of Rights. Grantor reserves, for the benefit of the Grantor's Property, the right to cross over, across, through, and under the Easement Area, to place or grant other licenses and easements over, along, across, through, and under the Easement Area, to use the Easement Area for any purpose, and to otherwise make improvements to the Easement Area, so long as such uses and improvements do not deprive or materially diminish Grantee's or any of the Grantee Permittees' use or enjoyment of the Easement Area for the purposes granted in Section 2 above. Such uses shall include, without limitation, the right to construct, maintain and utilize access roads and related improvements over

the Easement Area in such locations as Grantor or Grantor's successors and assigns deem commercially reasonable in connection with the future development of Grantor's Property.

6. Public Dedication. This Agreement does not constitute a present dedication for public use of Grantors' Property or any portion thereof, but, upon completion of the Utilities, or some of them, Grantee shall have the right to dedicate the Easement Area and Utilities located therein for public use, subject to the terms and conditions of this Agreement, without Grantors' further approval. Grantors covenant to cooperate with Grantee to dedicate the Easement Area, including any Utilities located therein, to the appropriate governmental authority or utilities company, as applicable. Grantors acknowledge that upon dedication of the Easement Area or Utilities to a municipal, county, or governmental service district, and the assumption by such municipal, county, or government service district, Grantee's duties to Grantors under this Agreement shall be deemed satisfied and Grantee shall owe no other duties to Grantors.

7. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorney fees), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Party or its respective Permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's use of the Easement Area, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the other Party or its respective Permittees. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act, Utah Code Ann. Section 63G-7-101, *et seq.*, or any defense arising therefrom.

8. Severability. If any term, provision, or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Amendment. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by Grantors and Grantee, or their respective successors or assigns, and recorded with the Salt Lake County Recorder.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its choice of law principles.

12. Authority. Each Party hereby represents, warrants, and covenants unto the other that this Agreement has been duly authorized, executed, and delivered by such Party and constitutes the valid, legal, and binding agreements and obligations of such Party enforceable against such Party in accordance with the terms hereof. Grantors represent to Grantee that Grantors collectively owns all of Grantors' Property and that no consent of any other party is required in connection with the grant of the easement herein to Grantee.

13. Entire Agreement. This Agreement includes the following Exhibits, which are hereby incorporated herein by reference:

**Exhibit A-1**      Legal Description of Grantors' Property

**Exhibit A-2**     Legal Description of Grantee's Property  
**Exhibit B**        Legal Description of Easement Area  
**Exhibit C**        Depiction of the Easement Area

This Agreement and such Exhibits constitute the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**GRANTORS:**

Vicky R. Jones, Trustee  
Vicky R. Jones, Trustee of the Vicky R. Jones  
Survivor's Trust UAD February 25, 2016,  
as to an undivided 95.5% interest

STATE OF Oregon )  
COUNTY OF Umatilla ) : ss.

The foregoing instrument was acknowledged before me this 30 day of April, 2019, by Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016.

WITNESS my hand and official seal.

Kelsey Derry  
Notary Public

My Commission Expires: 2-22-22

*[Signatures Continue on Following Page]*











**GRANTEE:**

**LONESTAR SLC I, LLC,**  
a Delaware limited liability company

By: MPLD, LLC, a Delaware limited liability company, its sole member

By: MP Logistics Development REIT,  
a Texas real estate investment trust,  
its managing member

By: Steven A. Waters  
Name: Steven A. Waters  
Title: SECRETARY

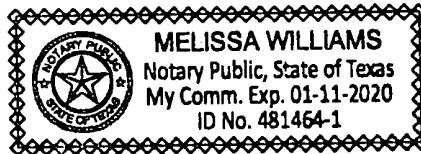
STATE OF TEXAS )  
 ) : ss.  
COUNTY OF BEXAR )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2019, by Steven A. Waters, as Secretary of MP Logistics Development REIT, a Texas real estate investment trust, managing Member of MPLD, LLC, a Delaware limited liability company, sole member of LONESTAR SLC I, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Melissa Williams  
Notary Public

My Commission Expires: 1-11-2020



**EXHIBIT A-1**  
**Legal Description of Grantors' Property**

Real property in the City of West Jordan, County of Salt Lake, State of Utah, described as follows:

**PARCEL 1:**

THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 232 FEET, MORE OR LESS, TO THE CENTER LINE OF THE RIGHT-OF-WAY DEEDED TO THE STATE ROAD COMMISSION OF UTAH BY THE DESCRIBED RIGHT-OF-WAY DEED; THENCE ALONG SAID CENTER LINE NORTH 7°33'30" EAST TO A POINT WHERE THE SAID CENTER LINE INTERSECTS THE EAST LINE OF SAID SECTION 9; THENCE ALONG THE EAST LINE OF SAID SECTION 9 SOUTH TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN THE BOUNDS OF STATE ROAD UT-111.

ALSO LESS AND EXCEPTING THAT PORTION CONVEYED TO SALT LAKE COUNTY WATER CONSERVANCY DISTRICT, A BODY POLITIC, BY WARRANTY DEED RECORDED DECEMBER 30, 1975 AS ENTRY NO. 2773112 IN BOOK 4066 AT PAGE 225 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 10, 558.00 FEET NORTH 89°51'48" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10, RUNNING THENCE NORTH 496.965 FEET; THENCE WEST 470.00 FEET; THENCE SOUTH 495.839 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE ALONG SAID SOUTH LINE, SOUTH 89°51'46" EAST 470.001 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION CONVEYED TO JORDAN VALLEY WATER CONSERVANCY DISTRICT, BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 6, 2006 AS ENTRY NO. 9639657 IN BOOK 9256 AT PAGE 2375 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A 25 FOOT WIDE STRIP OF LAND FOR A WATERLINE CORRIDOR, SAID STRIP OF LAND IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST PROPERTY LINE OF JORDAN VALLEY WATER CONSERVANCY DISTRICT RESERVOIR SITE PROPERTY AND THE NORTH LINE OF AN EXISTING UTAH POWER & LIGHT EASEMENT, SAID POINT BEING NORTH 47.00 FEET AND NORTH 89°56'31" WEST 1027.56 FEET FROM A BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, SAID BRASS CAP MONUMENT BEARS SOUTH 89°56'31" EAST 2648.19 FEET FROM A BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 10 (BASIS OF BEARING); THENCE NORTH 89°56'31" WEST 1726.14 FEET ALONG THE NORTH LINE OF SAID UTAH POWER AND LIGHT EASEMENT TO THE EASTERLY LINE OF HIGHWAY U-111; THENCE ALONG THE EASTERLY LINE OF SAID HIGHWAY U-111 NORTH 22°19'51" WEST 9.15 FEET AND NORTH 1°23'52" EAST 16.54 FEET; THENCE SOUTH 89°56'31" EAST 1729.18 FEET TO THE WEST LINE OF SAID JORDAN VALLEY WATER CONSERVANCY DISTRICT RESERVOIR SITE PROPERTY; THENCE SOUTH 0°04'43" WEST 25.00 FEET TO THE POINT OF BEGINNING.

Exhibit A-1 to Utility Easement Agreement

**PARCEL 2:**

**THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN.**

**APN: 26-10-400-001 and 26-10-300-003**

And also less and excepting therefrom the following property sold pursuant to Special Warranty Deed dated February 6, 2017 and recorded February 15, 2017 as Salt Lake County Recorder No. 12477282:

A PARCEL OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 09, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°28'05" WEST 17.29 FEET ALONG THE SOUTH LINE OF SAID SECTION 9, AND NORTH 00°23'34" EAST 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; RUNNING THENCE NORTH 89°28'05" WEST 84.64 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY U-111 AS SHOWN IN PROJECT S-0135(4); THENCE NORTH 20°32'55" WEST 15.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF JORDAN VALLEY WATER CONSERVANCY DISTRICT PROPERTY RECORDED AS ENTRY NO. 9639657 IN BOOK 9256 AT PAGE 2375 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°28'05" EAST 90.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°23'24" WEST 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,222 SQ. FT. OR 0.028 ACRES MORE OR LESS.

**EXHIBIT A-2**  
**Legal Description of Grantee's Property**

A parcel of land located in the Southeast Quarter of Section 9 and the Southwest Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of Parcel 3 of the Jordan Valley Water Conservancy District Water Tank Subdivision, said point being North 89°37'17" West 1,028.00 feet along the south line of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 00°14'31" East 72.00 feet from the South Quarter Corner of said Section 10, and thence along said north line North 89°37'17" West 1,477.56 feet; thence North 00°22'43" East 50.00 feet; thence North 89°37'17" West 250.00 feet to a point on the east line of Highway U-111 and a point on the arc of a 5,679.58 foot non-tangent curve to the right; thence along said line the following two courses: 1) Northerly 592.84 feet along the arc of said curve through a central angle of 05°58'50" and a long chord of North 05°15'34" East 592.57 feet and 2) North 08°14'59" East 1,904.22 feet to a point 113.00 feet perpendicularly distant southerly of the north line of the Southwest Quarter of said Section 10; thence parallel to said line South 89°17'48" East 646.78 feet; thence North 79°27'40" East 169.27 feet to a point 80.00 feet perpendicularly distant southerly of said north line of the Southwest Quarter; thence parallel to said line South 89°17'48" East 267.23 feet; thence South 2,130.54 feet; thence South 89°45'29" East 321.09 feet to the west line of property described in that certain Warranty Deed recorded December 30, 1975 as Entry No. 2773112 in Book 4066 at Page 225 of the Salt Lake County records; thence along said line South 00°14'31" West 423.84 feet to the POINT OF BEGINNING.

Said parcel contains 3,315,627 square feet or 76.11 acres, more or less.

Also legally described as Lot 1 of the Lonestar Subdivision, recorded or to be recorded with the Salt Lake County Recorder.

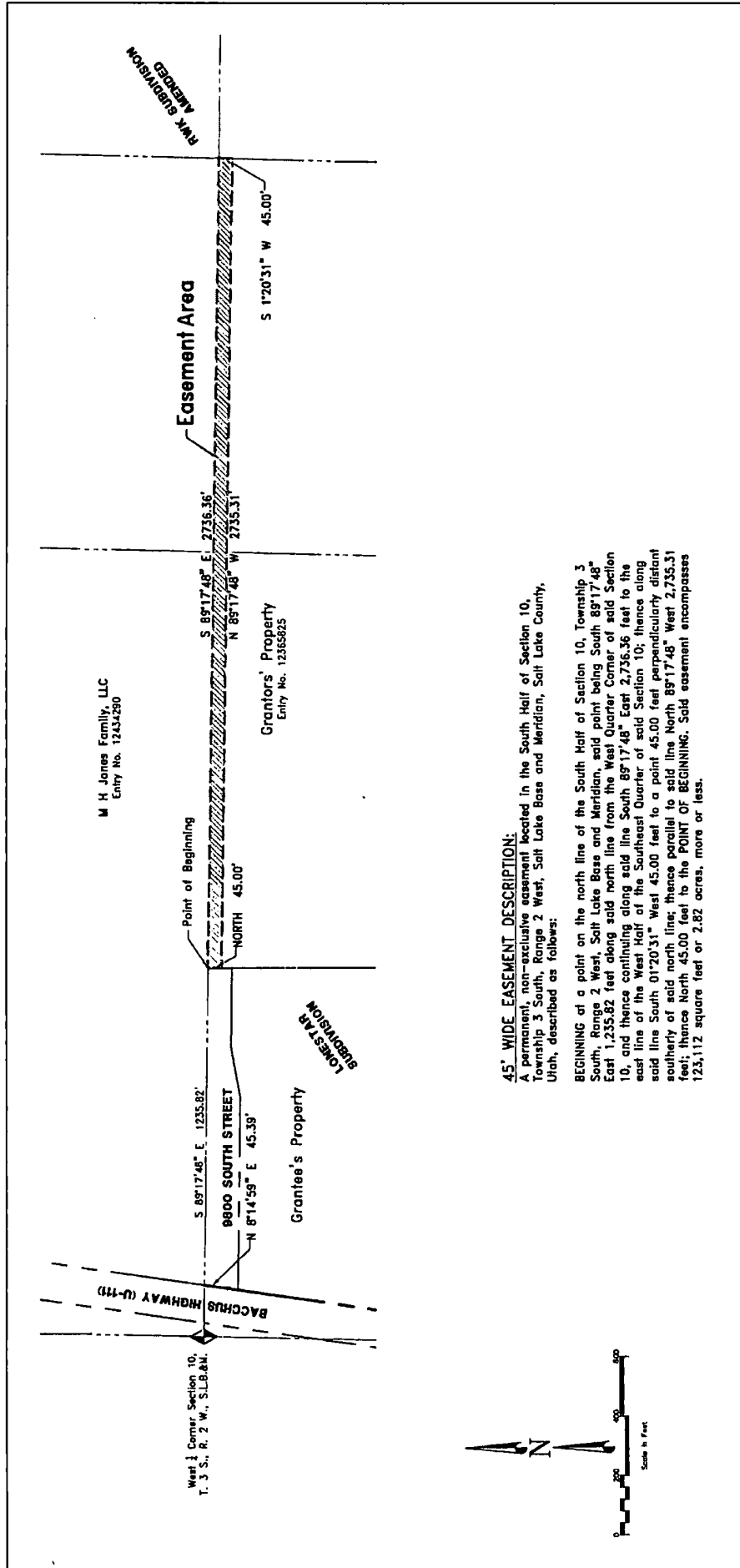
**EXHIBIT B**  
**Legal Description of Easement Area**

**BOUNDARY DESCRIPTION:**

A permanent, non-exclusive easement located in the South Half of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of the South Half of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being South 89°17'48" East 1,235.82 feet along said north line from the West Quarter Corner of said Section 10, and thence continuing along said line South 89°17'48" East 2,736.36 feet to the east line of the West Half of the Southeast Quarter of said Section 10; thence along said line South 01°20'31" West 45.00 feet to a point 45.00 feet perpendicularly distant southerly of said north line; thence parallel to said line North 89°17'48" West 2,735.31 feet; thence North 45.00 feet to the POINT OF BEGINNING. Said easement encompasses 123,112 square feet or 2.82 acres, more or less.

**EXHIBIT C**  
**Depiction of the Easement Area**



**EXHIBIT C (cont.)**  
**[Zoom depiction of Easement Area]**

