

WHEN RECORDED, RETURN TO:

THE CITY OF WEST JORDAN
8000 South Redwood Road
West Jordan, Utah 84088
Attn: Tangee Sloan

13877071 B: 11298 P: 5859 Total Pages: 7
01/26/2022 12:00 PM By: dsalazar Fees: \$0.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WEST JORDAN CITY
8000 S REDWOOD RD WEST JORDAN, UT 84088



Affects Parcels No:
26-10-300-006
26-10-400-001

DEDICATION AND GRANT OF UTILITY EASEMENT

[East-West]

This **DEDICATION AND GRANT OF UTILITY EASEMENT** (“**Dedication**”), is entered into by and between **LONESTAR SLC I, LLC**, a Delaware limited liability company (“**Lonestar**” or “**Grantor**”), and **CITY OF WEST JORDAN**, a municipality of the State of Utah (“**Grantee**”). Grantor and Grantee may be referred to herein individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Lonestar is the holder of certain easement rights as set forth in that certain Utility Easement Agreement dated as of August 19, 2019 and recorded on August 19, 2019 as Entry Number 13054828, in Book 10818, Pages 1424-1438 in the Salt Lake County Recorder’s Office (the “**Easement Agreement**”). Capitalized terms used but not defined in this Dedication shall have the meanings given in the Easement Agreement.

B. The Easement Agreement affects that certain real property identified therein as the “Easement Area”, described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

C. In accordance with Section 6 of the Easement Agreement, and subject to the satisfactory completion of the Grantor’s obligations set forth in Section 4 of the Easement Agreement, Lonestar has the right to dedicate the Easement Area and Utilities located therein for public use without the approval of the grantors as defined in the Easement Agreement, as further set forth in the Easement Agreement.

D. Lonestar now desires to dedicate the Easement Area and Utilities located therein to Grantee for public use by this Dedication.

GRANT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated in this Dedication as if fully set forth in the body of the Dedication.
2. **Grant of Easement.** Grantor hereby dedicates and grants all of its rights and responsibilities under the Easement Agreement to Grantee.
3. **Dedication.** By the grant described above, Grantor hereby dedicates to Grantee, and Grantee hereby accepts, the Easement Area and Utilities located therein (the “**Dedication Property**”), for public use. Subject to Section 8 of this Dedication, the dedication of the Dedication Property is made without covenant or warranty, and subject to all easements, restrictions, conditions, reservations, and rights of way now of record, including without limitation, the Easement Agreement. By acceptance of the Dedication Property, Grantee, for itself and its successor(s) in interest, accepts the duty of maintenance for those Utilities that are installed now or in the future within the Easement Area, and agrees to release and does hereby release Grantor from all responsibility under the Easement Agreement or for the Dedication Property.
4. **Severability.** If any term, provision, or condition contained in this Dedication shall to any extent be deemed invalid or unenforceable, the Parties shall revise the provision or take any other actions necessary to meet the purposes of this Dedication. Any remaining term of this Dedication shall not be affected thereby and each remaining term, provision, and condition of this Dedication shall be valid and enforceable to the fullest extent permitted by law.
5. **Amendment.** No modification, waiver, or amendment of any provision of this Assignment shall be made except made in writing and signed by the Parties, or their respective successors or assigns, and recorded with the Salt Lake County Recorder.
6. **Counterparts.** This Dedication may be executed in any number of counterparts, the original of which shall be delivered for recording and which together shall constitute one and the same instrument.
7. **Governing Law.** This Dedication 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.
8. **Authority.** Each Party hereby represents, warrants, and covenants unto the other that this Dedication has been duly authorized, executed, and delivered by such Party in accordance with the provisions of the Easement Agreement and constitutes the valid, legal, and binding agreements and obligations of such Party enforceable against any other Party in accordance with the terms hereof.
9. **Integration.** This Dedication includes the following exhibits, which are attached hereto and incorporated by this reference:

Exhibit A: Legal Description of the Easement Area
Exhibit B: Depiction of the Easement Area

[Signature Pages to Follow]

GRANTEE:

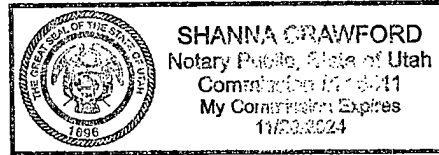
CITY OF WEST JORDAN,
a municipality of the State of Utah



By: *Dirk Burton*
Name: Dirk Burton
Title: Mayor of West Jordan
Date: 1/26/2022

By: *Tangee Sloan*
Name: Tangee Sloan
Title: City Recorder
Date: 1.26.2022

STATE OF Utah)
COUNTY OF Salt Lake) :SS.



The foregoing instrument was acknowledged before me this 26 day of January, 2022, by Dirk Burton, as Mayor of CITY OF WEST JORDAN, a municipality of the State of Utah.

WITNESS my hand and official seal.

Shanna Crawford
Notary Public

Exhibit A
[Legal Description of the 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 B

[Depiction of the Easement Area]

