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Gary W. Ott
Recorder, Salt Lake County, UT
FIDELITY LAND & TITLE CO.
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:

Utah Transit Authority
Property Administration
669 West 200 South
Salt Lake City, UT 84101

ROADWAY EASEMENT AGREEMENT

THIS ROADWAY EASEMENT AGREEMENT, made and entered into effective the 21st day of October, 2013, by and between (a) UTAH TRANSIT AUTHORITY, a public transit district organized and existing pursuant to Utah law, having an address at 669 West 200 South, Salt Lake City, Utah 84101 ("Grantor"), (b) NORRIS BROTHERS INC., a Utah corporation, having an address at 134 North 1600 West, Orem, Utah 84057 ("Grantee"), and (c) CITY OF WEST JORDAN, a municipal corporation of the State of Utah, having an address at 8000 South Redwood Road, West Jordan, Utah 84088 ("City").

WHEREAS, pursuant to that certain Roadway Easement Agreement (the "City Easement") dated as of March 6, 1995, between The Denver and Rio Grande Western Railroad Company ("DRGW") and the City, DRGW did quitclaim to the City a nonexclusive roadway easement along and across certain property, currently known as Norris View Lane in West Jordan, Utah; and

WHEREAS, Grantee owns certain parcels of property within and a part of the Southwest Industrial Center subdivision adjacent to Norris View Lane, including parcels identified as Lots 2, 7 and 8, together with Lots 3, 4, 5 and 6 on Roy Del Circle, which lots can only be accessed from Norris View Lane (the "Parcels"); and

WHEREAS, Grantee desires roadway access to the Parcels; and

WHEREAS, City is desirous of Grantee having access along the City Easement property.

NOW, THEREFORE, in consideration of the benefits to be received by each of the parties hereto, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee a permanent, non-exclusive roadway easement along and across the property more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Subject Property"). The grant of this easement is subject to any and all existing easements, licenses, and/or permits granted by Grantor to other or third persons, including but not limited to City, on or before the effective date hereof, and Grantee agrees to not interfere with same. This easement is nonexclusive, which means that the Grantor can continue to use the Subject Property, and the Grantor can hereafter grant easements, licenses and/or

permits to third persons so long as said subsequent grants by Grantor are not unreasonably inconsistent with the rights granted by the Grantor to the Grantee herein.

2. Grantor acknowledges and agrees that Grantee intends to convey some or all of the Parcels to third parties. Included within the grant of easement to Grantee provided for herein is the right for Grantee to assign easement rights granted hereby to each subsequent purchaser of any one or more of the Parcels, for the benefit of the owners of each Parcel, and such owners' employees, agents, guests and invitees. Any time that any one or more of the Parcels, or any part thereof, is transferred to a subsequent purchaser or owner, the transferee shall automatically be deemed to have assumed and agreed to be bound by the obligations and covenants contained herein. The provisions of this agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, successors, and assigns.

3. The easement granted herein is SUBJECT AND SUBORDINATE to the prior and continuing right and obligation of any common carrier rights claimed or asserted in connection with the railroad right-of-way by any predecessor-in-interest of Grantor, and is subject to the right and power of such predecessor and/or Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate additional railroad tracks, telephone, signal or wire lines, fiber optic cables, pipelines, and other facilities or improvements along, across or below the surface of all or any part of the Subject Property, and subject to the right to use said Subject Property for ingress and egress to the remaining Right-of-Way, all or any of which may be freely done at any time or times by such predecessor-in-interest of Grantor and/or Grantor; provided, however, that Grantor's or Grantor's predecessor-in-interest's use of the Subject Property shall not unreasonably interfere with the Grantee's use of the Subject Property for roadway purposes.

4. City acknowledges the ongoing obligations of City outlined in the City Easement, including but not limited to the maintenance obligations described therein, and acknowledges that the easement right granted to Grantee herein may cause or create increased maintenance or other obligations for the City. The City consents to the grant of easement to Grantee as provided hereby.

5. The parties acknowledge that a portion of the physical roadway that was constructed on the Subject Property, near the west end of the Subject Property, has been replaced, relocated and reconstructed onto a portion of the two lots identified in the Southwest Industrial Center subdivision plat as Lots 8 and 9. The relocated portion of the roadway is more particularly described on Exhibit "B", attached hereto and by this reference made a part hereof (the "New Roadway Section"). Pursuant to an amendment to the subdivision plat, currently in process, the New Roadway Section will be dedicated to the City. Grantor hereby grants to Grantee a temporary, nonexclusive easement to use the New Roadway Section for road access until such time as dedication of the New Roadway Section is completed, at which time the temporary easement granted pursuant to this paragraph 5 shall terminate and be of no further effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

UTAH TRANSIT AUTHORITY, a public transit district

By: [Signature]
Its: MANAGER OF PROGRAM ACQUISITIONS & DISPOSITIONS
By: [Signature]
Its: PAUL EDWARDS SENIOR PROGRAM MANAGER

Approved as to Form:

[Signature]
UTA Legal Counsel
[Signature]
Property Administration

NORRIS BROTHERS, INC.,
a Utah corporation

By: [Signature]
Its: PRES.

CITY OF WEST JORDAN

By: [Signature]
Its: City Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

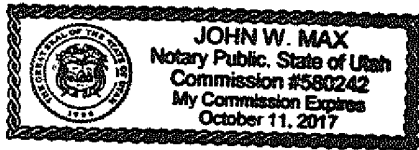
The foregoing instrument was acknowledged to me this 13th day of November, 2013 by Derrick Sorenson and Paul Edwards, the Paul Edwards Sr and Sr. Program of UTAH TRANSIT AUTHORITY, a public transit district. Acquisitions-Disp. Manager

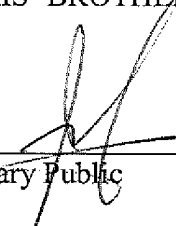


[Signature]
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 19th day of NOVEMBER, 2013 by Kim Norris, the PRESIDENT of NORRIS BROTHERS, INC., a Utah corporation.



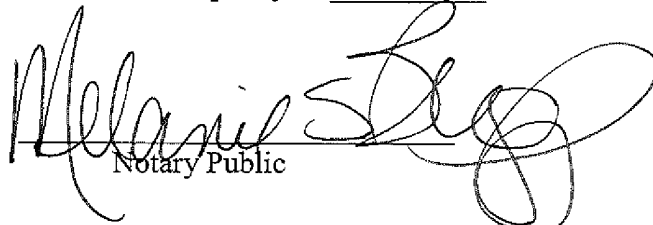


Notary Public

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 14 day of November, 2013 by Richard Davis, executed by said person in that person's official capacity as _____ of the City of West Jordan, and had authority so to do.





Notary Public

EXHIBIT "A"

Description of Subject Property

Beginning at a point on the South right of way line of the Denver and Rio Grande Western Railroad Property and on the East side of the curb and gutter on the East line of frontage road, said point being South $0^{\circ}06'14''$ East along the Quarter Section Line 766.885 feet and North $69^{\circ}30'17''$ East along said South line 126.72 feet from the North Quarter Corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and said point of beginning also being on a curve to the left, the radius point of which is North $86^{\circ}37'22''$ West 195.00 feet and running thence Northerly along the arc of said curve and through a central angle of $14^{\circ}45'$, 50.20 feet; thence North $69^{\circ}30'17''$ East 2006.04 feet to the North line of old 8600 South Street; thence South $89^{\circ}37'13''$ East along said North line 134.71 feet to the South line of said right of way; thence South $69^{\circ}30'17''$ West along said South right of way line 2146.12 feet to the point of beginning.

EXHIBIT "B"

Description of the New Roadway Section for
Temporary Easement

Beginning at a northwest property corner of Lot 9, as defined in Book 99, Page 333, of said plat map titled "Amending and Extending Southwest Industrial Center", point also being on the east right-of-way line of Jordan Valley Way and the southerly right-of-way line of Utah Transit Authority and being 100.00 feet southerly measured at right angles from the centerline of said UTA right-of-way; and thence North $69^{\circ}25'05''$ East 188.31 feet parallel with and 100.00 feet southerly measured at right angles from said centerline to the beginning of a non-tangent curve; thence southwesterly 18.09 feet along said non-tangent curve to the left, having a radius of 80.00 feet (radius bears South $47^{\circ}57'20''$ East) with a central angle of $12^{\circ}57'29''$, chord bears South $35^{\circ}33'56''$ West 18.05 feet to the beginning of a reverse curve; thence southwesterly 156.89 feet along said reverse curve to the right, having a radius of 120.00 feet (through which a radial line bears North $60^{\circ}54'49''$ West) with a central angle of $74^{\circ}54'26''$, chord bears South $66^{\circ}32'24''$ West 145.95 feet to the beginning of a reverse curve; thence westerly 5.87 feet along said reverse curve to the left, having a radius of 28.50 feet (through which a radial line bears South $13^{\circ}59'37''$ West) with a central angle of $11^{\circ}48'21''$, chord bears North $81^{\circ}54'33''$ West 5.86 feet; thence South $01^{\circ}50'10''$ East 7.02 feet to the beginning of a non-tangent curve; thence westerly 22.34 feet along said non-tangent curve to the left, having a radius of 21.50 feet (radius bears South $03^{\circ}30'05''$ West) with a central angle of $59^{\circ}32'28''$, chord bears South $63^{\circ}43'51''$ West 21.35 feet; thence North $50^{\circ}42'08''$ West 7.02 feet; to the beginning of a non-tangent curve; thence southwesterly 5.87 feet along said non-tangent curve to the left, having a radius of 28.50 feet (radius bears South $54^{\circ}43'35''$ East) with a central angle of $11^{\circ}48'21''$, chord bears South $29^{\circ}22'15''$ West 5.86 feet; thence South $23^{\circ}28'05''$ West 2.74 feet to a point on said east right-of-way line of Jordan Valley Way, said point being a point of cusp, thence northerly 25.51 feet along non-tangent curve to the left, having a radius of 282.24 feet (radius bears North $82^{\circ}25'53''$ West) with a central angle of $05^{\circ}10'41''$, chord bears North $04^{\circ}58'46''$ East 25.50 feet to the Point of Beginning.

Contains 5,152 square feet.