

When Recorded, Return to:

Utah Department of Transportation
Right of Way Division
4501 South 2700 West
P.O. Box 148420
Salt Lake City, UT 84114-8420



ENT 12455:2014 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 25 1:09 pm FEE 0.00 BY SS
RECORDED FOR UTAH TRANSIT AUTHORITY

MEMORANDUM OF
GRADE-SEPARATED CROSSING AGREEMENT

UDOT Parcel No. 14:X
Project No. HPP-I15-6(165)260; PIN 5504
UTA MP 747.49, Sharp Subdivision
UTA Contract #PI/U/1888/G

This Memorandum of Grade-Separated Crossing Agreement (Bridge Structure) is entered into by UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah ("UTA") and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah ("UDOT").

1. By that certain Grade-Separated Crossing Agreement (Bridge Structure) (the "Agreement"), dated as of June 9, 2008, between UDOT and UTA, UTA granted a license to UDOT for that certain grade-separated structure which will cross the UTA right of way known as the Sharp Subdivision Railroad corridor, at least 23.5 feet above the elevation of the rails, as part of the I-15 Springville 400 South Interchange Project, SR-77. The License was granted to construct, maintain and operate the Grade-Separated Crossing improvements. All provisions of the Agreement are incorporated herein by reference.
2. The dimensions and specifications of the Grade-Separated Crossing are set forth in the Agreement. The legal description, including the plans of the Grade-Separated Crossing, of the property impacted (UDOT Parcel No. 14:X) are set forth on Exhibit "A", attached hereto and incorporated by reference.
3. Construction means the initial installation of the Grade-Separated Crossing (or any improvements to the Grade-Separated Crossing) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Grade-Separated Crossing (or any improvements to the Grade-Separated Crossing) or otherwise materially affecting the Right of Way.
4. Maintenance means the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing or similar work with respect to Grade-Separated Crossing (or any improvements to the Grade-Separated Crossing) or otherwise materially affecting the Right of Way.

5. UDOT has the right to enter the Right of Way in the event of any emergency to make repairs necessary to protect against imminent and serious injury or damages to persons or property. UDOT is required to notify the Emergency Access Manager and the Freight Operator of the emergency access and the work being performed prior to entering the Right of Way. Otherwise, UDOT shall request permission from UTA at least ten days or shorter period as approved by UTA prior to performing any construction or maintenance.
6. The rights granted pursuant to the Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA, to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA.
7. The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.
8. UTA may terminate this Agreement if any portion of the road that crosses UTA's Right of Way is abandoned pursuant to Utah Code Ann. Section 72-5-105. Termination of this Agreement shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.
9. UTA and UDOT acknowledge the existence of the prior public at-grade crossing and the Agreement now provides for a public grade-separated crossing.

DATED this 13 day of February, 2014.

UTAH TRANSIT AUTHORITY

By [Signature]

Approved as to form:

Ruth Howe
UTA Legal

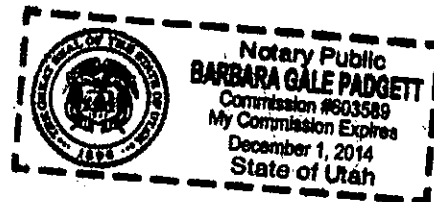
By [Signature]

MAILIA LAUTOO
MGR OF PROPERTY ADMIN.

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On the 13th day of February, 2014, personally appeared before me, Derrick Sorenson and Mailia Lautoo, who being duly sworn by me did say that they are the Manager of Property Acquisitions and Manager of Property Admin of Utah Transit Authority, and said persons acknowledged to me that they are authorized to execute this instrument on behalf of Utah Transit Authority.

[Signature]
Notary Public



UTAH DEPARTMENT OF TRANSPORTATION

Approved as to form:

Nancy Munner
UDOT Legal

By [Signature]
James A. Olschewski, Deputy Director of Right of Way

Date: 2/7/14

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of FEBRUARY, 2014, personally appeared before me, James A. Olschewski, who being duly sworn by me did say that he is the Deputy Director of Right of Way of the Utah Department of Transportation, and said person acknowledged to me that he is authorized to execute this instrument on behalf of the Utah Department of Transportation.

[Signature]
Notary Public

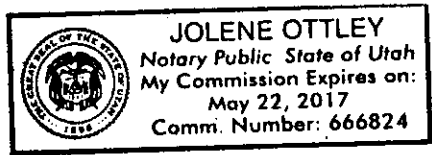


EXHIBIT "A"

Parcel No. 14:X
Project No. HPP-115-6(165)260

Description of that portion of the Utah Transit Authority Right-of-Way required for the construction of a Grade Separated Crossing, incident to the construction of a Highway known as UDOT Project No. HPP-115-6(165)260.

A parcel of land, being part of the Utah Transit Authority Sharp Subdivision Corridor, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and described as follows:

Beginning at a point 741.03 feet North and 333.90 feet West from the Southeast corner of said SECTION 31: and running thence N89°39'43"W 20.00 feet; thence N00°10'34"W 120.00 feet; thence S89°39'43"E 20.07 feet; thence S00°08'36"E 120.00 feet to the point of beginning.

Said tract of land containing 2,404 sq. ft. or 0.055 acre.