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WHEN RECORDED, MAIL TO:
Patrick J. O'Hara, Esq.
VAN COTT, BAGLEY, CORNWALL & MCCARTHY
50 South Main Street, Suite 1600
Salt Lake City, UT 84144

6052693
04/03/95 09:04 AM 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
VAN COTT, BAGLEY, CORNWALL &
MCCARTHY PO BOX 45340
SLC, UT 84145
REC BY: S WEST DEPUTY - WI

ROADWAY EASEMENT AGREEMENT

THIS ROADWAY EASEMENT AGREEMENT, made and entered into effective this 6th day of March, 1995, by and between THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a Delaware corporation, c/o Real Estate Department, Southern Pacific Lines, P.O. Box 5482, Denver, CO 80217, hereinafter referred to as "Grantor," and the CITY OF WEST JORDAN, a municipal corporation of the State of Utah, c/o Office of the Mayor, 8000 South Redwood Road, West Jordan, Utah 84088, hereinafter referred to as "Grantee."

RECITALS & DEFINITIONS

Whereas, Grantor, a railroad company engaged as a common carrier in interstate commerce, is the owner of certain real property situated in the City of West Jordan, County of Salt Lake, State of Utah, which real property is used as Grantor's line of railroad called the Bingham Branch; and

Whereas, a portion of the real property on the Bingham Branch is described more particularly in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Subject Property"); and

Whereas, Grantee desires to receive from the Grantor, and Grantor is agreeable to grant to Grantee, a Permanent Non-Exclusive Roadway Easement across the Subject Property on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the payment by Grantee to the Grantor of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the Grantor and the Grantee do hereby covenant and agree to and with each other as follows:

1. The above recitals and definitions are hereby incorporated by reference. Grantor hereby Quitclaims to Grantee a Permanent Non-Exclusive Roadway Easement across the Subject Property, including the right to maintain a Roadway on the Subject Property. The grant of this Easement to Grantee is subject to any and all existing Easements, licenses and/or Permits granted by the Grantor to third persons on or before the effective date hereof, and Grantee agrees to not interfere with same. This Easement is Non-Exclusive, which means that the

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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 named herein. Grantee agrees to maintain said portion of Grantee's Roadway in good condition and repair.

2. Grantee shall indemnify, defend, protect and hold harmless Grantor from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees) arising from or in connection with or caused by any act, omission or negligence of Grantee, its contractors, licensees, agents, servants or employees occurring in or on said Subject Property.

3. Grantee agrees that nothing herein shall be construed as giving Grantee any interest in any award of payment made to Grantor in connection with any exercise of eminent domain or transfer in lieu thereof affecting Grantor's property. Provided, in the event the Subject Property is taken by eminent domain, the Grantee shall be entitled to share in an award of just compensation, with the Grantee's share measured by the pro rata market value of the Grantee's roadway improvements on the Subject Property in relation to the total market value of the Subject Property.

4. Grantor and Grantee each acknowledge receipt of a copy of that certain survey described more particularly as follows: The "Final Settlement Vicinity Map" (dated June 9, 1993, and revised on both May 26, 1994 and on October 5, 1994) (the "Final Survey") as prepared by Licensed Utah Land Surveyor Robert Byron Jones with Bush & Gudgeon, Inc., Salt Lake City, Utah. The Grantor and Grantee agree that the Final Survey is and shall be incorporated into this Agreement by this reference, but a copy of the oversize Final Survey shall not be physically attached hereto. The Grantor and the Grantee understand that the Subject Property is the same as the "Roadway Easement Parcel--Parcel No. 2" shown on said Final Survey. Grantee agrees that Grantee shall pay the cost of moving one of the existing Barricades as shown on said Final Survey to the new location as depicted more particularly on the Final Survey. Grantee also agrees that the crossing at 8600 South shall be rebuilt at Grantee's expense, including crossing warning devices and installation required by Utah Department of Transportation, if Grantee elects to use the Subject Property for a Roadway as allowed herein. Provided, nothing herein shall be construed as preventing the Grantee from seeking all possible sources of funding for this work which may be available from UDOT or other agencies of state or federal government. Provided, further, that the Grantee is not obligated hereunder to rebuild said 8600 South crossing, but if said crossing is ever rebuilt, it shall be done by the City at the City's expense.

5. The Easement herein Granted is SUBJECT AND SUBORDINATE to the prior and continuing right and obligation of the Grantor to use and maintain the Subject Property as part of its entire Railroad Right-of-Way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate additional railroad tracks, telephone, signal or wire lines, fiber optic cables, pipe lines, and other facilities, structures or improvements upon, along or across any or all parts of said Subject Property including the right to use said Subject Property for ingress and egress to its remaining Right-of-Way, all or any of which may be freely done at any time or times by the Grantor, without liability to the Grantee or any other party for compensation or damages. Provided, Grantor shall reimburse Grantee for the reasonable cost of any damage done to said Roadway facility by the Grantor in the exercise of these rights. Provided, further, that the Grantor's use of the Subject Property for railway purposes shall not unreasonably interfere with the Grantee's use of the Subject Property for roadway purposes. The potential railway uses by the Grantor stated more particularly in the first sentence of this paragraph are deemed by the Grantee to constitute reasonable interferences with Grantee's contemplated roadway.

6. This Agreement, which states the entire agreement between the Grantor and the Grantee, supersedes and replaces any prior agreements, understandings, and correspondence between representatives of the Grantor and the Grantee hereto regarding the Subject Property and the general subject matter hereof. This Roadway Easement Agreement may only be modified in a written document signed by authorized representatives of the Grantor and the Grantee.

7. The Grantor and the Grantee further agree that the provisions of this agreement shall inure to the benefit of and be binding upon the Grantor and the Grantee, and their respective heirs, successors, and/or assigns.

Approved as to Form
JCS

BK 7126 PG 1911

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

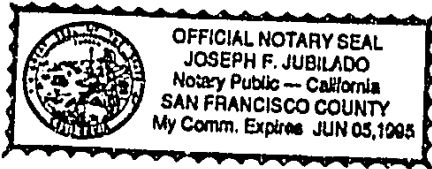
State of California

County of San Francisco

On March 17, 1995 before me, Joseph F. Jubilado, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared J. C. Yarberry and T. E. O'Donnell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joseph F. Jubilado
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE

TITLE(S)

- PARTNER(S) LIMITED
 ATTORNEY-IN-FACT GENERAL
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

The "Subject Property" is defined in the "Roadway Easement Agreement" to mean a non-exclusive easement for roadway purposes as set forth above on a parcel of real property located in the City of West Jordan, Salt Lake County, State of Utah, described more particularly as follows:

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. Contains 99,599 sq. ft or 2.2865 acres.