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10/4/2012 3:24:00 PM \$16.00
Book - 10063 Pg - 3539-3542
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 4 P.

MNT # 30610

When Recorded Return To:

UTAH TRANSIT AUTHORITY

Attn: Robert Hughes

669 West 200 South

Salt Lake City, Utah 84101

UTA Parcel No.: BLU-29

UTA Project No. FrontRunner South Commuter Rail

P

Tax Parcel No. 27.36.351-009

GRANT OF PERMANENT EASEMENT

For value received, DRAPER HOLDINGS, LLC, a Utah limited liability company ("Grantor") hereby grants to Utah Transit Authority, a public transit district organized pursuant to Utah law ("UTA"), a permanent, exclusive easement (the "Easement") on, across, upon, over, and beneath the surface of certain real property of Grantor located in Salt Lake County, Utah, which real property is more particularly described on Exhibit A hereto (the "Easement Area").

The Easement is for the purpose of construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal, all at UTA's sole discretion and sole cost and expense, of transportation facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation: tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, fill material, geofoam, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances.

Together with the reasonably necessary non-exclusive right of access to the Easement Area from portions of adjacent lands of Grantor for all activities solely in connection with the purposes for which this Easement has been granted, provided such access does not materially and adversely affect the use of Grantor's adjacent lands; and together with the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger UTA facilities or impede UTA activities as expressly provided above and at UTA's sole cost and expense.

At no time shall Grantor place, use or permit any equipment, structures, or material of any kind on or within the boundaries of the Easement. Grantor shall not enter, and shall use commercially reasonable efforts to prohibit others from entering, the Easement Area.

UTA may allow others to enter or cross the Easement area, at its sole discretion.

Grant of Permanent Easement - 1

UTA shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, actions, causes of action, damages, costs, expenses, lawsuits and liabilities of every nature which arise out of or in connection with the use or maintenance of the Easement Area, except to the extent caused by Grantor's negligence, recklessness, or willful misconduct.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

IN WITNESS WHEREOF, said DRAPER HOLDINGS, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of October, 2012.

DRAPER HOLDINGS, LLC
a Utah limited liability company

By: DRAPER ASSOCIATES, LLC
a Utah limited liability company
Manager

By: _____
Jeffery M. Vitek, Manager

*See attached
CA Acknowledgment
JV*

STATE OF _____)
) ss.
COUNTY OF _____)

On the date first above written personally appeared before me, JEFFERY M. VITEK, who, being by me duly sworn, says that he is the Manager of DRAPER ASSOCIATES, LLC, a Utah Limited Liability Company, and that DRAPER ASSOCIATES, LLC is the Manager of DRAPER HOLDINGS, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said JEFFERY M. VITEK acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

JS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On Oct 2 2012 before me, Rachel Miller Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Vitik
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Rachel Miller
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____

Attorney in Fact Trustee Guardian or Conservator Other: _____

Trustee Guardian or Conservator Other: _____

Guardian or Conservator Other: _____

Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

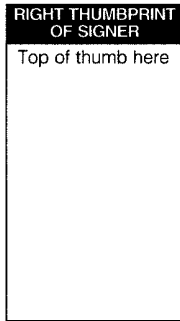
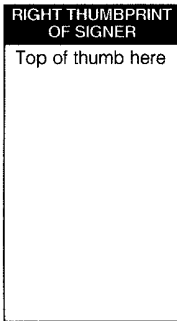


EXHIBIT A
To
Grant of Permanent Easement

(LEGAL DESCRIPTION)

The following described real property is located in Salt Lake County, Utah:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING A PORTION OF LOT 6 DRAPER TOD, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 18 2011, AS ENTRY 11281837, SALT LAKE COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 89°58'29" WEST 57.30 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 6; THENCE NORTH 28°46'03" EAST 101.17 FEET; THENCE NORTH 21°25'15" EAST 271.77 FEET; THENCE NORTH 40°23'06" EAST 184.69 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALENA PARK BLVD; THENCE SOUTH 62°21'00" EAST 47.76 FEET ALONG THE SOUTHWESTERLY LINE OF GALENA PARK BLVD TO SAID WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD: (1) SOUTHWESTERLY 42.97 FEET ALONG THE ARC OF A NON-TANGENT 34,624 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 28°44'20" WEST 42.97 FEET, THROUGH A CENTRAL ANGLE OF 00°04'16", (2) SOUTH 28°45'50" WEST 482.03 FEET TO SAID SOUTHEAST CORNER OF LOT 6 AND THE POINT OF BEGINNING.

CONTAINS 34,643 SQUARE FEET, 0.795 ACRES