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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SNELL & WILMER LLP  
ATTN WADE BUDGE  
15 WEST SOUTH TEMPLE, STE 1200  
SLC UT 84101  
BY: NPP, DEPUTY - WI 11 P.

**WHEN RECORDED, RETURN TO:**

SNELL & WILMER L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attn: Wade Budge

Affects Parcel Nos: 26-10-300-006  
26-10-100-005

**UTILITY EASEMENT AGREEMENT**  
[North-South]

THIS UTILITY EASEMENT AGREEMENT ("Agreement"), is made and entered into as of August 19, 2019 (the "Effective Date"), by and between M H JONES FAMILY, LLC a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., as to an undivided 86.257% interest ("M H Jones") and V & M JONES FAMILY, LLC, a Utah limited liability company, fka Vondelce Jones Family Partnership, Ltd., as to an undivided 13.743% interest ("V & M Jones", and collectively, "Grantors"), and LONESTAR SLC I, LLC, a Delaware limited liability company ("Grantee"). Grantors and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. M H Jones and V & M Jones collectively own all of a tract of land located at approximately 6801 W New Bingham Highway, City of West Jordan, County of Salt Lake, State of Utah ("Grantors' Property"), more particularly described on Exhibit A-1 attached hereto.

B. Grantee owns or will own a tract of land located adjacent to Grantors' Property and more particularly described in Exhibit A-2 ("Grantee's Property").

C. Grantee desires to receive and Grantors desire to grant an easement over, under, across, and through a portion of Grantors' Property for the purposes and pursuant to the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set forth in the body of this Agreement.

2. Grant of Easement. Grantors hereby convey and warrant to Grantee a permanent, non-exclusive easement and right-of-way, over, under, across, and through a portion of Grantors' Property, approximately one hundred feet (100') in width, as more particularly described in Exhibit B, and depicted as the "Easement Area" on Exhibit C (the "Easement Area"), for the purpose of allowing Grantee and its agents, contractors, invitees, tenants, licensees, employees, consultants, utility providers, successors, and assigns (collectively, "Grantee Permittees"), to install, construct, maintain, use, repair, replace, remove, and/or dedicate to public use: (i) an underground sewer line and related facilities, and (ii) an underground storm drain line and related facilities, all to be located within the Easement Area (collectively, the "Utilities"), together with a right of access to the surface or any portion of the Easement Area, in order to exercise the foregoing rights. The Utilities shall be sized according to applicable governmental requirements. The Easement Area shall connect with an easement area running east and west, granted to Grantee by separate written instrument.

The easement granted hereunder shall (i) constitute a servitude on the Easement Area (ii) be appurtenant to and for the benefit of Grantee's Property, (iii) run with the land, and (iv) bind and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties. If Grantee's Property is hereafter further divided, whether by subdivision, lot split, separation of ownership or by lease or other means, all parts of Grantee's Property shall enjoy the benefit of the easement granted herein.

3. Construction; Maintenance. Grantee shall use commercially reasonable efforts to complete initial construction of the Utilities on or before August 31, 2019. If initial construction of the Utilities is not completed on or before August 31, 2019, then Grantee shall (i) pay to M H Jones an amount equal to \$1,310.00 as compensation to Grantors for damages to Grantors' crop that is anticipated to be harvested in July of 2020, and (ii) coordinate its construction activities to minimize its impact on farming activities conducted on Grantors' Property. Grantee shall complete all construction of Utilities on or before August 31, 2021, unless a subsequent date is agreed to in writing by Grantors and Grantee. The construction, maintenance, and repairs of the Utilities shall be at no cost to Grantors, except to the extent that any repairs are necessitated by the active or passive negligent or willful act of Grantors or their agents, contractors, invitees, tenants, licensees, employees, consultants, successors, and assigns (collectively, "Grantor Permittees"), in which case Grantors shall be responsible for such costs and shall reimburse Grantee for such costs.

4. Use of Easement Area. So as to limit the disturbance of Grantors' use of Grantors' Property for farming and other agricultural purposes, Grantee shall use commercially reasonable efforts to ensure potential above-ground improvements related to the easement granted herein are located at or below plow depth, except for manhole covers and similar surface improvements, which shall be marked and visible to farming equipment. Neither Grantors nor Grantor Permittees shall make any use of the Easement Area that interferes with the rights granted to Grantee and Grantee Permittees under this Agreement. Grantors shall not add cover to the Easement Area without the prior written consent of Grantee, which consent may be withheld in Grantee's reasonable discretion. Grantors shall not construct or cause the construction of any permanent structure, wall, fence, or other barrier, or deep-rooted vegetation such as trees on the Easement Area. To the extent that Grantors desire to make any permanent improvements to the Easement Area, or any portion thereof, Grantors shall first obtain the written consent of Grantee to the proposed improvements, including the plans and specifications therefor. Grantors shall be responsible for paying any and all ad valorem taxes and assessments levied against the entire Grantors' Property, including the Easement Area, and shall not suffer or permit such taxes and assessments to become delinquent. At its sole cost and expense, Grantee shall maintain the surface of the Easement Area consistent with the uses and access granted herein, and after the installation, repair, or replacement of any portion of the Utilities, Grantee shall restore the Easement Area to the condition that existed prior to such work, which may include machine-grading and/or ripping to plow depth. Notwithstanding the preceding sentence, if Grantee's activities in repairing or replacing the Utilities damage trees, crops, plants, or other foliage removed from the Easement Area or otherwise impeding Grantee's use of the Easement Area, then Grantee will pay Grantor up to \$1,000.00 as compensation for such damage. Grantee shall not be responsible to repair or restore any damage to the Easement Area caused by Grantors or Grantor Permittees. Grantee's obligation to compensate Grantors for crop damage as set forth in this Section 4 is separate from Grantee's obligation to compensate Grantors for crop damage due to failure to timely construct the Utilities as set forth in Section 3 above.

5. Public Dedication. This Agreement does not constitute a present dedication for public use of Grantors' Property or any portion thereof, but, upon completion of the Utilities, or some of them, Grantee shall have the right to dedicate the Easement Area and Utilities located therein for public use, subject to the terms and conditions set forth in Section 4 of this Agreement, without Grantors' further approval. Grantors covenant to cooperate with Grantee to dedicate the Easement Area, including any Utilities located therein, to the appropriate governmental authority or utilities company, as applicable. Grantors acknowledge that upon dedication of the Easement Area or Utilities to a municipal, county, or governmental service district,

and the assumption by such municipal, county, or governmental service district, Grantee's duties to Grantors under this Agreement shall be deemed satisfied and Grantee shall owe no other duties to Grantors.

6. **Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorney fees), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Party or its respective Permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's use of the Easement Area, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the other Party or its respective Permittees. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act, Utah Code Ann. Section 63G-7-101, *et seq.*, or any defense arising therefrom.

7. **Severability.** If any term, provision, or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Amendment.** No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by Grantors and Grantee, or their respective successors or assigns, and recorded with the Salt Lake County Recorder.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

10. **Governing Law.** This Agreement 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.

11. **Authority.** Each Party hereby represents, warrants, and covenants unto the other that this Agreement has been duly authorized, executed, and delivered by such Party and constitutes the valid, legal, and binding agreements and obligations of such Party enforceable against such Party in accordance with the terms hereof. Grantors represent to Grantee that Grantors collectively owns all of Grantors' Property and that no consent of any other party is required in connection with the grant of the easement herein to Grantee.

12. **Entire Agreement.** This Agreement includes the following Exhibits, which are hereby incorporated herein by reference:

<b>Exhibit A-1</b>	Legal Description of Grantors' Property
<b>Exhibit A-2</b>	Legal Description of Grantee's Property
<b>Exhibit B</b>	Legal Description of Easement Area
<b>Exhibit C</b>	Depiction of the Easement Area

This Agreement and such Exhibits constitute the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**GRANTORS:**

**M H JONES FAMILY, LLC,**  
a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership, as to an undivided 86.257% interest

By: Merlin H Jones  
Name: Merlin H Jones  
Its: MEMBER

By: Michael L Jones  
Name: Michael L Jones  
Its: MEMBER

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

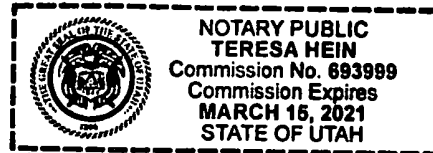
The foregoing instrument was acknowledged before me this 22 day of Feb, 2019 by Merlin H. Jones, as MEMBER of **M H JONES FAMILY, LLC**, a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership.

WITNESS my hand and official seal.

Teresa Hein  
Notary Public

My Commission Expires: March 15, 2021

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

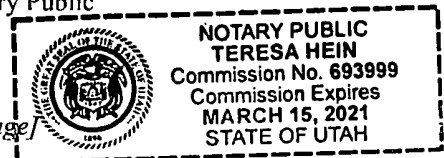


The foregoing instrument was acknowledged before me this 22 day of Feb, 2019, by Michael L Jones, as MEMBER of **M H JONES FAMILY, LLC**, a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership.

WITNESS my hand and official seal.

Teresa Hein  
Notary Public

My Commission Expires: March 15, 2021



[Signatures Continue on Following Page]

Grantors Signature Page to Utility Easement Agreement

V & M JONES FAMILY, LLC,  
a Utah limited liability company, fka Vondelee  
Jones Family Partnership, Ltd., a Utah limited  
partnership, as to an undivided 13.743% interest

By: Merlin H Jones  
Name: Merlin H. Jones  
Its: Manager

By: Michael L Jones  
Name: Michael L Jones  
Its: Manager

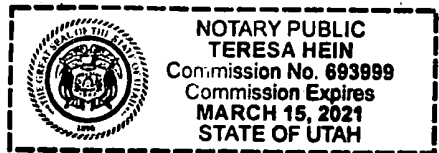
STATE OF Utah )  
                                  ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22 day of Feb, 2019 by  
Merlin H Jones, as Manager of V & M JONES  
FAMILY, LLC, a Utah limited liability company, fka Vondelee Jones Family Partnership, Ltd., a Utah  
limited partnership.

WITNESS my hand and official seal.

Teresa Heine  
Notary Public

My Commission Expires: March 15, 2021



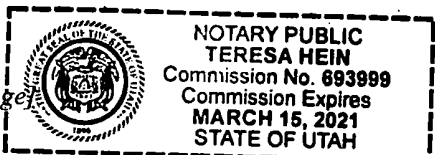
STATE OF Utah )  
                                  ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22 day of Feb, 2019 by  
Michael L Jones, as Manager of V & M JONES  
FAMILY, LLC, a Utah limited liability company, fka Vondelee Jones Family Partnership, Ltd., a Utah  
limited partnership.

WITNESS my hand and official seal.

Teresa Heine  
Notary Public

My Commission Expires: March 15, 2021



[Signatures Continue on Following Page]

Grantors Signature Page to Utility Easement Agreement

**GRANTEE:**

**LONESTAR SLC I, LLC,**  
a Delaware limited liability company

By: MPLD, LLC, a Delaware limited liability company, its sole member

By: MP Logistics Development REIT,  
a Texas real estate investment trust,  
its managing member

By: Steven A. Waters  
Name: Steven A. Waters  
Title: SECRETARY

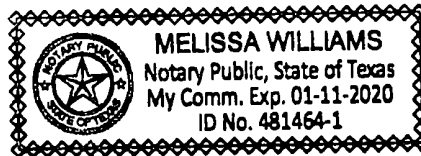
STATE OF TEXAS )  
 ) ss.  
COUNTY OF BEXAR )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2019, by Steven A. Waters, as Secretary of MP Logistics Development REIT, a Texas real estate investment trust, managing Member of MPLD, LLC, a Delaware limited liability company, sole member of LONESTAR SLC I, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Melissa Williams  
Notary Public

My Commission Expires: 1-11-2020



**EXHIBIT A-1**  
**Legal Description of Grantors' Property**

A tract of land located in Salt Lake County, Utah, described as follows:

Beginning at a point East 1320 feet from the center of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 3735 feet more or less to the State Road; thence North 7°33'30" East 2663.14 feet more or less; thence East to a point North of beginning; thence South 2640 feet to beginning.

Less tract deeded to State Road Commission. Also Less and excepting Beginning North 89°48'41" West 1764.43 feet from the Southeast corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 0°59'30" West 242.59 feet; thence North 89°48'41" West 360 feet; thence North 0°59'30" East 269.96 feet; thence North 58°11'53" East 428.21 feet; thence South 0°59'30" West 254.25 feet to the point of beginning.

Also less and excepting:

Beginning on the North Line of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, at a point that is N89°48'41"W 1764.43 from the Northeast Corner of said Section 10 (Basis of Bearing being N89°48'41"W between the found County brass cap monuments at the Northeast Corner and the North Quarter Corner of said Section 10); thence S0°59'30"W 242.59 feet; thence N89°48'41"W 360.00 feet;

thence N0°59'30"E 242.59 feet to said North Line of Section 10; thence N89°48'41"W 43.43 feet along said Section Line to the south right-of-way line of Highway U-48;

thence S58°11'53"W 249.59 feet along said south right-of-way line; thence S31°48'07"E 401.65 feet; thence N58°11'53"E 315.55 feet;

thence S89°48'41"E 571.24 feet; thence N0°59'10"E 305.74 feet to said North Line of Section 10; thence N89°48'41"W 440.80 feet to the point of beginning.

**EXHIBIT A-2**

**Legal Description of Grantee's Property**

A parcel of land located in the Southeast Quarter of Section 9 and the Southwest Quarter 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 Parcel 3 of the Jordan Valley Water Conservancy District Water Tank Subdivision, said point being North 89°37'17" West 1,028.00 feet along the south line of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 00°14'31" East 72.00 feet from the South Quarter Corner of said Section 10, and thence along said north line North 89°37'17" West 1,477.56 feet; thence North 00°22'43" East 50.00 feet; thence North 89°37'17" West 250.00 feet to a point on the east line of Highway U-111 and a point on the arc of a 5,679.58 foot non-tangent curve to the right; thence along said line the following two courses: 1) Northerly 592.84 feet along the arc of said curve through a central angle of 05°58'50" and a long chord of North 05°15'34" East 592.57 feet and 2) North 08°14'59" East 1,904.22 feet to a point 113.00 feet perpendicularly distant southerly of the north line of the Southwest Quarter of said Section 10; thence parallel to said line South 89°17'48" East 646.78 feet; thence North 79°27'40" East 169.27 feet to a point 80.00 feet perpendicularly distant southerly of said north line of the Southwest Quarter; thence parallel to said line South 89°17'48" East 267.23 feet; thence South 2,130.54 feet; thence South 89°45'29" East 321.09 feet to the west line of property described in that certain Warranty Deed recorded December 30, 1975 as Entry No. 2773112 in Book 4066 at Page 225 of the Salt Lake County records; thence along said line South 00°14'31" West 423.84 feet to the POINT OF BEGINNING.

Said parcel contains 3,315,627 square feet or 76.11 acres, more or less.

Also legally described as Lot 1 of the Lonestar Subdivision, recorded or to be recorded with the Salt Lake County Recorder.



**EXHIBIT B**

**Legal Description of Easement Area**

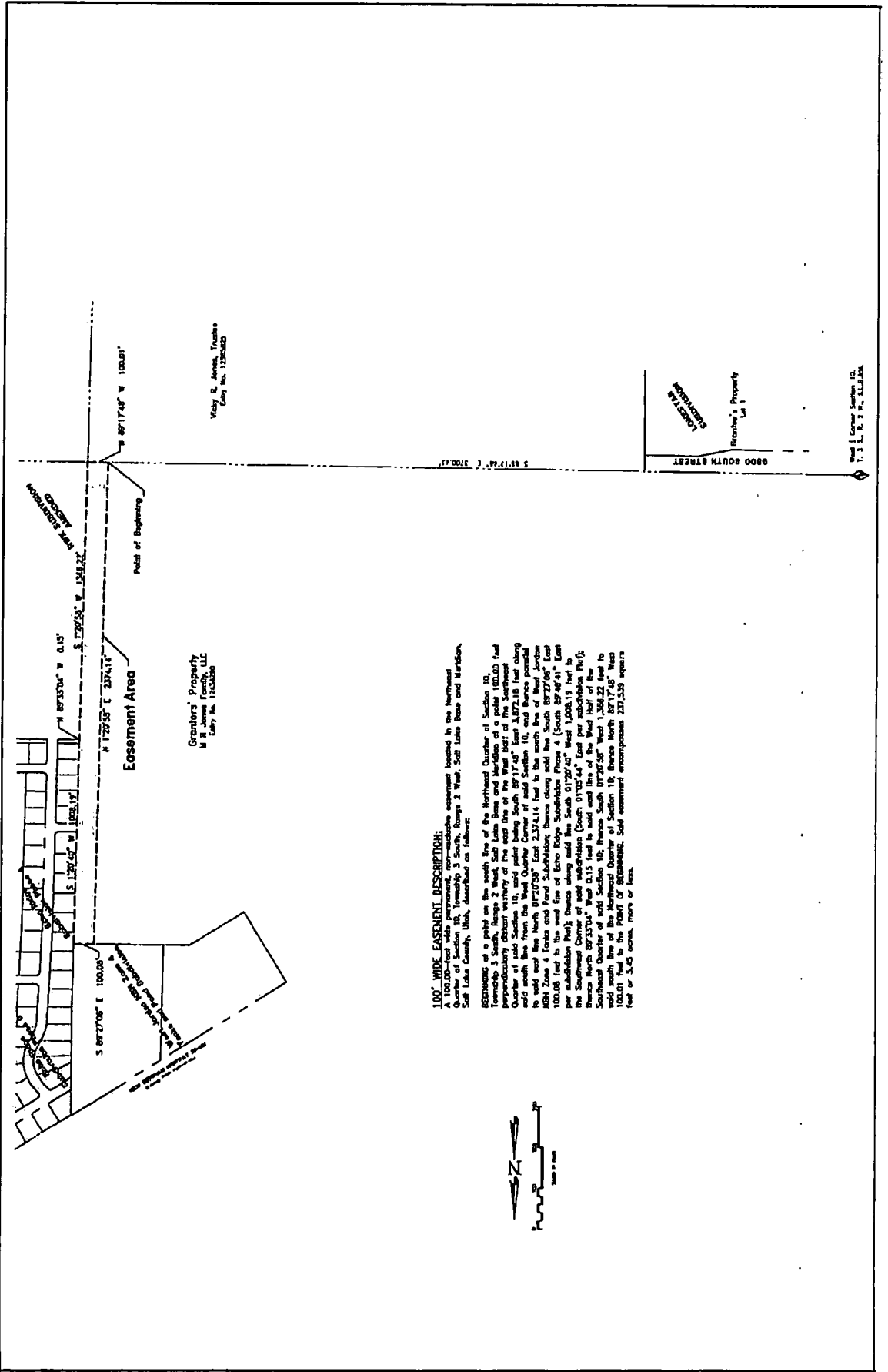
**100' WIDE EASEMENT DESCRIPTION:**

A 100.00-foot wide permanent, non-exclusive easement located in the Northeast Quarter 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 south line of the Northeast Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian at a point 100.00 feet perpendicularly distant westerly of the east line of the West Half of the Southeast Quarter of said Section 10, said point being South 89°17'48" East 3,872.18 feet along said south line from the West Quarter Corner of said Section 10, and thence parallel to said east line North 01°20'58" East 2,374.14 feet to the south line of West Jordan NBH Zone 4 Tanks and Pond Subdivision; thence along said line South 89°27'06" East 100.08 feet to the west line of Echo Ridge Subdivision Phase 4 (South 89°48'41" East per subdivision Plat); thence along said line South 01°20'40" West 1,008.19 feet to the Southwest Corner of said subdivision (South 01°05'44" East per subdivision Plat); thence North 89°33'04" West 0.15 feet to said east line of the West Half of the Southeast Quarter of said Section 10; thence South 01°20'58" West 1,366.22 feet to said south line of the Northeast Quarter of Section 10; thence North 89°17'48" West 100.01 feet to the POINT OF BEGINNING. Said easement encompasses 237,539 square feet or 5.45 acres, more or less.

## EXHIBIT C

### Depiction of the Easement Area



**Grantors' Property**  
 W R Jones Family, LLC  
 Entry No. 1263426

**Grantee's Property**  
 W R Jones, Trustee  
 Entry No. 1263426

**Easement Area**

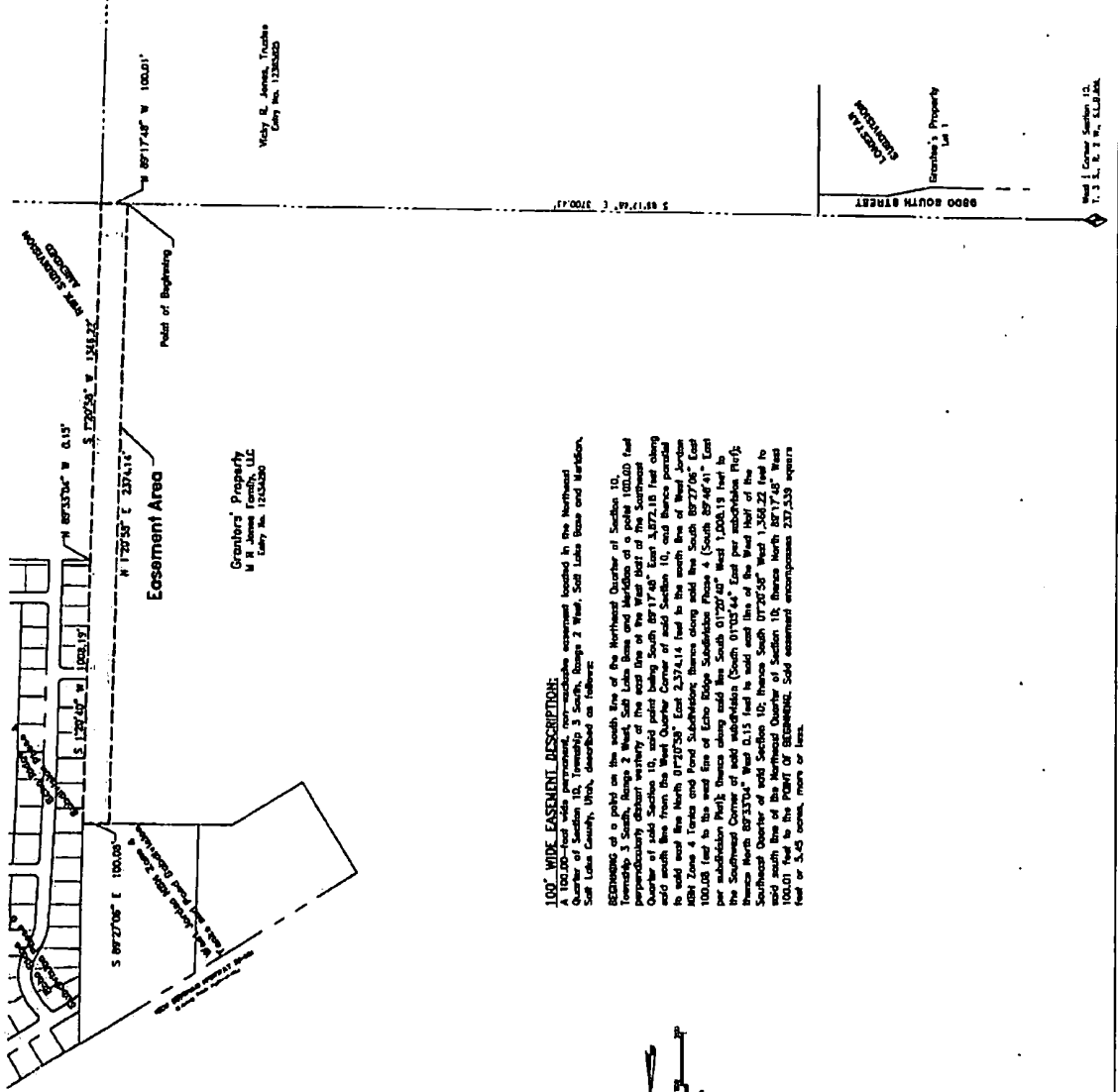


EXHIBIT C (cont.)  
 [Zoom depiction of Easement Area]

