

WHEN RECORDED, RETURN TO:

THE CITY OF WEST JORDAN
8000 South Redwood Road
West Jordan, Utah 84088
Attn: Tangee Sloan

13877070 B: 11298 P: 5852 Total Pages: 7
01/26/2022 12:00 PM By: dsalazar Fees: \$0.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WEST JORDAN CITY
8000 S REDWOOD RD WEST JORDAN, UT 84088



Affects Parcels No:
26-10-100-006

DEDICATION AND GRANT OF UTILITY EASEMENT

[North-South]

This **DEDICATION AND GRANT OF UTILITY EASEMENT** (“**Dedication**”), is entered into by and between **LONESTAR SLC I, LLC**, a Delaware limited liability company (“**Lonestar**” or “**Grantor**”), and **CITY OF WEST JORDAN**, a municipality of the State of Utah (“**Grantee**”). Grantor and Grantee may be referred to herein individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Lonestar is the holder of certain easement rights as set forth in that certain Utility Easement Agreement dated as of August 19, 2019 and recorded on August 19, 2019 as Entry Number 13054829, in Book 10818, Pages 1439-1449 in the Salt Lake County Recorder’s Office as amended by that certain First Amendment to Utility Easement Agreement dated as of October 24, 2019 and recorded on October 25, 2019 as Entry Number 13108453, in Book 10850, Pages 9205-9211 in the Salt Lake County Recorder’s Office (collectively, as amended, the “**Easement Agreement**”). Capitalized terms used but not defined in this Dedication shall have the meanings given in the Easement Agreement.

B. The Easement Agreement affects that certain real property identified therein as the “**Easement Area**”, described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

C. In accordance with Section 5 of the Easement Agreement, and subject to the satisfactory completion of the Grantor’s obligations set forth in Section 4 of the Easement Agreement, Lonestar has the right to dedicate the Easement Area and Utilities located therein for public use without the approval of the grantors as defined in the Easement Agreement, as further set forth in the Easement Agreement.

D. Lonestar now desires to dedicate the Easement Area and Utilities located therein to Grantee for public use by this Dedication.

GRANT

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

2. **Grant of Easement.** Grantor hereby dedicates and grants all of its rights and responsibilities under the Easement Agreement to Grantee.

3. **Dedication.** By the grant described above, Grantor hereby dedicates to Grantee, and Grantee hereby accepts, the Easement Area and Utilities located therein (the “**Dedication Property**”), for public use. Subject to Section 8 of this Dedication, the dedication of the Dedication Property is made without covenant or warranty, and subject to all easements, restrictions, conditions, reservations, and rights of way now of record, including without limitation, the Easement Agreement. By acceptance of the Dedication Property, Grantee, for itself and its successor(s) in interest, accepts the duty of maintenance for those Utilities that are installed now or in the future within the Easement Area, and agrees to release and does hereby release Grantor from all responsibility under the Easement Agreement or for the Dedication Property.

4. **Severability.** If any term, provision, or condition contained in this Dedication shall to any extent be deemed invalid or unenforceable, the Parties shall revise the provision or take any other actions necessary to meet the purposes of this Dedication. Any remaining term of this Dedication shall not be affected thereby and each remaining term, provision, and condition of this Dedication shall be valid and enforceable to the fullest extent permitted by law.

5. **Amendment.** No modification, waiver, or amendment of any provision of this Assignment shall be made except made in writing and signed by the Parties, or their respective successors or assigns, and recorded with the Salt Lake County Recorder.

6. **Counterparts.** This Dedication may be executed in any number of counterparts, the original of which shall be delivered for recording and which together shall constitute one and the same instrument.

7. **Governing Law.** This Dedication 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.

8. **Authority.** Each Party hereby represents, warrants, and covenants unto the other that this Dedication has been duly authorized, executed, and delivered by such Party in accordance with the provisions of the Easement Agreement and constitutes the valid, legal, and binding agreements and obligations of such Party enforceable against any other Party in accordance with the terms hereof.

9. **Integration.** This Dedication includes the following exhibits, which are attached hereto and incorporated by this reference:

Exhibit A: Legal Description of the Easement Area
Exhibit B: Depiction of the Easement Area

[Signature Pages to Follow]

This Dedication has been executed as of the date the last Party executes this Dedication.

GRANTOR:

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

(Handwritten Signature)
By: _____
Name: **LANGE ALLEN**
Title: **Managing Director**
Date: **1-24-21**

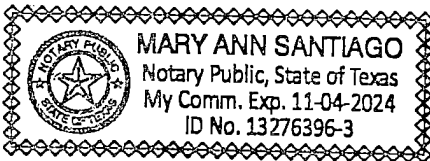
STATE OF Texas)
:ss.
COUNTY OF Bexar)

The foregoing instrument was acknowledged before me this 24 day of January, 2022, by Lange Allen, as Managing Director 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.

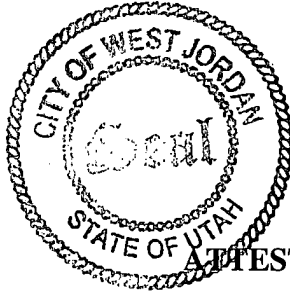
(Handwritten Signature)

Notary Public



GRANTEE:

CITY OF WEST JORDAN,
a municipality of the State of Utah



ATTEST:

By: *Dirk Burton*
Name: Dirk Burton
Title: Mayor of West Jordan
Date: 1/26/2022

By: *Tangee Slaw*
Name: Tangee Slaw
Title: City Recorder
Date: 1-26-2022

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



The foregoing instrument was acknowledged before me this 26 day of January, 2022,
by Dirk Burton, as Mayor of West Jordan of CITY OF WEST
JORDAN, a municipality of the State of Utah.

WITNESS my hand and official seal.

Shanna Crawford
Notary Public

Exhibit A

[Legal Description of the 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 B

[Depiction of the Easement Area]

