

WHEN RECORDED, MAIL TO:
UTAH TRANSIT AUTHORITY
C/O PROPERTY MANAGEMENT
669 WEST 200 SOUTH
SALT LAKE CITY, UTAH 84101

14339767 B: 11546 P: 6121 Total Pages: 4
01/27/2025 10:11 AM By: csummers Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To SOUTH JORDAN
1600 W TOWNE CENTER DR SOUTH JORDAN, UT 84095



Easement

Salt Lake County

South Jordan City, a municipal corporation and political subdivision of the State of Utah, Grantor, at 1600 W Towne Center Drive, South Jordan, Utah, 84095, hereby GRANTS AND CONVEYS to Utah Transit Authority, a large public transit district organized and existing pursuant to Utah law, Grantee, its successors and assigns, at 669 West 200 South, Salt Lake City, Utah, 84101 for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

WHEREAS, Grantor owns or will own certain real property (the "Grantor's Property") located in Salt Lake County, Utah, whereon Grantee will design, construct, operate, use, maintain, and repair a public roadway. The Grantor's Property is more particularly described as follows:

A parcel of land situate in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the southwesterly easement line in favor of Utah Transit Authority recorded as Entry 10430500 in Book 9607 at Page 7062, said point is East 1,135.82 feet and South 321.66 feet from the Southwest Corner of Section 13 of said Township and Range (Basis of Bearing is N.00°02'51"E. 5292.26 feet from the monument representing the Southwest Corner, to the monument representing the Northwest Corner of said Section 13) and running thence S.36°32'54"E. 513.56 feet along said easement line; thence S.53°31'33"W. 9.48 feet; thence N.36°32'25"W. 23.55 feet; thence N.42°17'11"W. 22.10 feet; thence N.36°32'25"W. 349.51 feet; thence N.32°25'14"W. 30.80 feet; thence N.36°32'25"W. 87.77 feet; thence N.53°28'50"E. 9.40 feet to the POINT OF BEGINNING.

And also:

Beginning at a point on the northeasterly easement line in favor of Utah Transit Authority recorded as Entry 10430500 in Book 9607 at Page 7062, said point is East 1,158.22 feet and South 304.86 feet from the Southwest Corner of Section 13 of said Township and Range (Basis of Bearing is N.00°02'51"E. 5292.26 feet from the monument representing the Southwest Corner, to the monument representing the Northwest Corner of said Section 13) and running thence N.53°18'23"E. 9.52 feet; thence S.36°32'02"E. 89.99 feet; thence S.42°55'52"E. 20.13 feet; thence S.36°32'27"E. 358.20 feet; thence S.31°32'01"E. 25.54 feet;

Continued on Page 2

thence S.36°32'27"E. 19.98 feet; thence S.53°04'25"W. 9.46 feet to said easement line; thence along said easement line N.36°32'54"W. 513.65 feet to the POINT OF BEGINNING.

The above-described tract of land contains 11,403 square feet or 0.26 acre in area, more or less.

WHEREAS, in consideration of the benefits of the TRAX light rail system to be provided by Grantee, Grantor desires to grant to Grantee a perpetual easement on, over, across, through and under the Easement Property, to design, construct, operate, use, maintain, repair and/or replace any and all portions of Grantee's TRAX light rail system over and across the Easement Property and other lawful purposes, as more particularly described herein, together with a right of ingress and egress thereto.

NOW, THEREFORE, for and in consideration of the terms and conditions herein contained and recited, and other consideration, Grantor hereby GRANTS AND CONVEYS to Grantee a perpetual easement (the "Easement") on, over, across, through and under the Easement Property, to design, construct, operate, use, maintain, repair and/or replace any and all portions of the TRAX light rail system over and across the Easement Property and other lawful purposes, together with the right of ingress and egress across the Grantor's Property to the Easement Property at convenient points, at Grantee's sole discretion, for such purposes.

Grantor agrees that it will not grant easements, licenses, franchises, or other interests in the Easement Property that would interfere with Grantee's use of this easement for its intended purposes. Grantor further agrees to notify Grantee of any requests for easements, licenses, franchises or other interests in the Easement Property, and to provide Grantee with an opportunity to review and approve such requests, which review and approval shall not be unreasonably delayed, conditioned or withheld.

Nothing in this easement is intended to create an enforceable right, claim or cause of action by any third party against Grantor or Grantee. Any claims of third-party benefits hereunder are expressly denied. All of the provisions hereof, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Grantor may assign any and all of its rights hereunder, provided that any such assignment does not interfere with use of the Easement Property for transit purposes, and requires the assignee to maintain satisfactory continuing control over the Easement Property. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

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STATE OF UTAH

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SOUTH JORDAN CITY

COUNTY OF SALT LAKE

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ss.
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Dustin Lewis

On this 23 day of January, in the year 2025, before me personally appeared, Dustin Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that they are the City Manager of SOUTH JORDAN CITY.

Melanie Edwards

Notary Public



Prepared by: (MEI) Meridian Engineering, Inc.

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BASIS OF BEARING
N.00°02'51"E. 5292.26'
11 12
14 13

FOUND NORTHWEST CORNER
SECTION 13 T3S R2W SLB&M
2.5 IN FLAT BRASS CAP



14 13 EAST 1135.82' 22.40'
23 24

FOUND SOUTHWEST CORNER
SECTION 13 T3S R2W SLB&M
4 IN FLAT BRASS CAP

SOUTH 321.66'
SOUTH 304.86'

PROPOSED EASEMENT AREAS

GRANDVILLE AVENUE
5100 WEST STREET
UTAH TRANSIT AUTHORITY EXISTING EASEMENT

UTAH TRANSIT AUTHORITY	MERIDIAN	
669 W 200 S		INCORPORATED, INC.
Salt Lake City, UT 84104		102 WEST 100 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 581-1115 FAX (801) 581-1116
UTA DAYBREAK STATION	DRAWN <u> </u>	BY <u> </u>
EXHIBIT "A"	SURVEYED <u> </u>	REVISIONS <u> </u>
EASEMENT EXHIBIT	CHECKED <u> </u>	DATE <u>25-OCT-2024</u>
COMP FILE <u>8 5X11</u>		
PROJECT NO <u>23252</u>		
SHEET NO <u>4 OF 4</u>		