

WHEN RECORDED, RETURN TO:

UTAH TRANSIT AUTHORITY
Property Administration
P.O. Box 30810
Salt Lake City, UT 84130-0810

08-060-0004,0041

08-486-0105

EASEMENT AGREEMENT

E 2662457 B 5525 P 16-21
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/18/2012 09:37 AM
FEE \$0.00 Pgs: 6
DEP RT REC'D FOR FARMINGTON CITY C
ORP

RETURNED
MAY 18 2012

FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah ("City"), UTAH TRANSIT AUTHORITY, a public transit district organized and existing pursuant to Utah law, ("UTA") and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("UP"), hereby agree as follows.

RECITALS

WHEREAS, City plans to close public access along existing Red Barn Lane in Farmington, Utah; and

WHEREAS, UTA and UP each require access along said Red Barn Lane to access existing facilities near each of their respective rail corridors; and

WHEREAS, City wishes to provide access on the terms set forth herein.

AGREEMENT

For and in consideration of the recitals set forth above and other valuable consideration, the receipt of which is hereby acknowledged, City, UTA and UP hereby agree as follows:

1. City does hereby convey and warrant to UTA and UP, and their respective successors and assigns, a non-exclusive, perpetual right-of-way and easement along and across the surface of existing Red Barn Lane, as more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (the "Easement"). City shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to UTA and UP, provided such use does not materially interfere with UTA and UP use of the Easement or any other rights granted to UTA and/or UP hereunder. Without limiting the generality of the foregoing, City does hereby covenant, warrant and agree as follows:

(a) City shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement which impairs access across or along the Easement;

(b) City shall not materially change the contour within the Easement without prior written consent of UTA and UP;

(c) City shall not place personal property within the Easement that impairs use of the Easement as described herein;

(d) UTA and UP shall each have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements, or other obstructions of any kind and nature which may injury or interfere with UTA or UP's use, occupation or enjoyment of the Easement, without liability to City and without any obligation of restoration or compensation.

2. UTA and UP, and their employees, agents and assigns shall use the Easement for purposes of service access and emergency access to their respective facilities, and for no other purpose.

3. The parties agree that access to the Easement shall be through a locked gate. Each of UTA and UP agree to keep the gate locked at all times, except such times as the gate is opened for use as described in paragraph 2 above.

4. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

5. Each of UTA and UP assume the risk arising out of their respective use of the Easement, and City shall have no liability to UTA or UP for any condition existing thereon, other than any such condition caused or created by City.

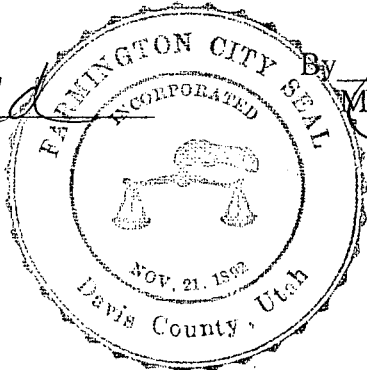
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

FARMINGTON CITY CORPORATION

Attest:

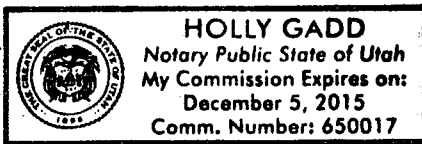
Holly Gadd
Secretary

Scott C. Gault
Mayor

The seal of Farmington City, Utah, is circular with a scalloped outer edge. Inside the circle, the words "FARMINGTON CITY SEAL" are written in a semi-circle at the top, and "INCORPORATED" is written below it. In the center of the seal is a balance scale. Below the scale, the date "NOV. 21. 1892" is inscribed. At the bottom of the seal, the words "Davis County, Utah" are written in a semi-circle.

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On the 17 day of May, 2012, personally appeared before me Scott Herbertson and who, being duly sworn, did say that ~~they~~^{he} are the Mayor ~~and~~, respectively, of Farmington City Corporation and that the foregoing instrument was signed on behalf of said City by authority of a resolution of its City Council, and said Scott Herbertson and acknowledged to me that said City duly executed the same.



Holly Gadd
Notary Public

UTAH TRANSIT AUTHORITY

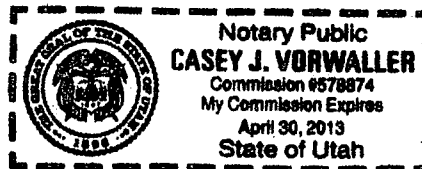
By Marta Rubio
Its Mgr. Property Administration

Approved as to form:

Ruth Howell
UTA Legal

By Paul Edwards
Its PAUL EDWARDS
SENIOR PROGRAM MANAGER

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)



On the 14 day of May, 2012, personally appeared before me Maria Laut'o and Paul Edwards who, being duly sworn, did say that they are the Mng. Prop. Adm. and Sr. Prog. Mng., respectively, of Utah Transit Authority and that the foregoing instrument was signed on behalf of said Utah Transit Authority, and said Maria Laut'o and Paul Edwards acknowledged to me that said Utah Transit Authority duly executed the same.

Casey J. Vowaller
Notary Public

Attest:

Barbara Holder
Assistant Secretary

(Seal)

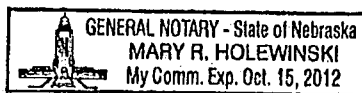
UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Lawrence E. Wzorek
Title: Assistant Vice President - Law

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On May 10, 2012, before me, a Notary Public in and for said County and State, personally appeared Lawrence E. Wzorek and Barbara Holder, Assistant Vice President - Law and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Mary R. Holewinski
Notary Public

EXHIBIT "A"

Legal Description of Easement
(Former Red Barn Lane)

EXHIBIT A

A part of an entire tract of property situated in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point which is 1,440.16 feet North 00°00'26" East along the section line from the Southeast Corner of said Section 14; and running thence North 89°22'41" West 803.02 feet to a non tangent point on a curve on the northeasterly right of way line of Burke Lane; thence northwesterly along the arc of a 690.00 foot radius curve to the left a distance of 75.62 feet (central angle equals 06°16'47" and long chord bears North 65°59'37" West 75.59 feet) along said northeasterly right of way line; thence South 89°22'41" East 949.13 feet; thence South 51°41'29" East 62.10 feet; thence North 89°41'17" West 48.73 feet; thence North 51°41'29" West 13.44 feet; thence North 89°21'55" West 66.51 feet to the point of beginning. The above described part of an entire tract contains 28,360 square feet or 0.651 acres.