

RESOLUTION NO. _____

ADOPTED: _____, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF THE ATTACHED EXCHANGE AGREEMENT WITH THE UTAH TRANSIT AUTHORITY AND ASSOCIATED DOCUMENTS REGARDING REAL PROPERTY WITHIN THE MURRAY CITY

W I T N E S S E T H

A. Utah Transit Authority (the “UTA”) is the record owner of certain real property located at 4384 South 50 West, Murray, Utah, identified as Parcel No. 21-01-278-024-4002 (the “UTA Property”).

B. Salt Lake County (the “County”) is the recorded owner of certain real property located at 4474 South Main Street, Murray, Utah, identified as Parcel No. 21-01-426-006 (the “County Property”).

C. UTA and the County have negotiated an exchange agreement, attached hereto as Exhibit 1 (the “Exchange Agreement”) and by this reference made a part of this Resolution, wherein the parties will sign and record a boundary line agreement, in substantially the form attached to the Exchange Agreement, to establish a new boundary line between the UTA Property and the County Property to facilitate future development of the County Property.

D. As part of the exchange, UTA will reserve an easement to preserve access rights to the UTA Property as provided for in the access easement agreement attached to the Exchange Agreement.

E. It has been determined that the best interests of the County and the general public will be served by entering into the Exchange Agreement and associated documents. The adjustment of the boundary lines between the UTA Property and the County Property will comply with all applicable state statutes and County ordinances.

EXHIBIT 1

Exchange Agreement

THIS EXCHANGE AGREEMENT (this “*Agreement*”) is made effective January 23, 2024, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and the **UTAH TRANSIT AUTHORITY**, a large public transit district (the “*UTA*”).

RECITALS:

A. The County owns certain real property located at approximately 4474 South Main Street, Murray, Utah, identified as Parcel No. 21-01-426-006 and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “*County Property*”).

B. UTA is the owner of that certain parcel of real property located at 4384 South 50 West, Murray, Utah, identified as Parcel No. 21-01-278-024-4002 and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “*UTA Property*”).

C. UTA has a narrow access way along the southern boundary of the UTA Property leading to Main Street, which is also used for storage of equipment and underground utility services.

D. The County wants to establish a new boundary line between the County Property and the UTA Property to facilitate future development of the County Property, which will include the development of a future road to access Main Street to the east and will allow the area to come into compliance with the Murray’s master roadway plan.

E. UTA and the County are willing to record a boundary line agreement that will adjust the location of the boundaries between the County Property and the UTA Property. A map showing the adjusted boundary line is attached to the Boundary Line Agreement (described below) attached hereto as **Exhibit C**.

F. As part of this boundary line agreement, UTA will trade a portion of the UTA Property (the “*Trade Property*”) to the County in exchange for an equivalent portion of the County Property. UTA will reserve an easement across the Trade Property to preserve access rights to the UTA Property and access and maintenance rights to certain underground utilities located under the Trade Property.

G. It is understood by the parties that the Trade Property will eventually be dedicated to Murray as a public road to provide access to the UTA Property, the County Property, and other privately held adjacent land.

H. The easement retained by UTA across the Trade Property shall terminate once the Trade Property is dedicated as a public road to Murray by the County.

I. The parties, wishing to memorialize their arrangement, enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby

agree as follows:

Section 1. **Boundary Line Agreement.** On and as of the Exchange Date (as defined below) UTA and the County shall enter into and record a boundary line agreement (the “BLA”) in substantially the form attached hereto as **Exhibit C** attached hereto and incorporated herein by this reference. UTA shall reserve an easement for access to the UTA Property and for access and maintenance of underground utilities beneath the Trade Property (the “Easement”). UTA and the County shall record an Access Easement Agreement in substantially the form attached hereto as **Exhibit D**. The Easement shall terminate once the Trade Property is dedicated as a public road to Murray by the County. The County agrees to accept all right, title, and interest in the Trade Property subject to the Easement.

Section 3. **Consideration.** The parties agree that the agreement on the location of the boundary between the UTA Property and the County Property is fair and adequate consideration for the BLA and no additional consideration of any kind shall be required. The terms and provisions hereof shall survive the expiration or termination of this Agreement.

Section 4. **Transfer Date.** The date for the recording of the BLA shall be on or before _____, 2024 (the “*Exchange Date*”).

Section 5. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. Any provision of this Agreement which contemplates performance subsequent to the Exchange Date or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

APPROVED AS TO FORM:
DocuSigned by:

Tim Merrill

56A03BC7C491482...

Tim Merrill Assistant Attorney General

UTAH TRANSIT AUTHORITY

DocuSigned by:

Paul Drake

By:

0C1D88FD4FE34FA...

Paul Drake

Director, Real Estate & TOD

DocuSigned by:

Spencer Burgoyne

By:

850E05E232C84D9...

Spencer Burgoyne

Manager, Property Administration

DocuSigned by:

Dave Hancock

By:

6CCB9A134C4E42A...

David Hancock

Chief Capital Services Officer

DocuSigned by:

Jay Fox

By:

3A24FF46AD114EB...

Jay Fox

Executive Director

Exhibit A To Exchange Agreement

(Description of the County Property)

Record Owner(s): Salt Lake County, a body corporate and politic of the State of Utah

Parcel Identification No.: 21-01-426-006

Address: 4474 South Main Street, Murray Utah

Vesting Deed: Warranty Deed; Entry No. 2705333

Described as:

Beginning at a point on the West line of Main Street, said point being South 89° 36' West 66 feet and North 0° 4' East 83.23 feet from the Southeast corner of Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, and running thence North 0° 4' East 217.17 feet along said West line; thence South 89° 36' West 648.6 feet to the East line of Oregon Short Line Railroad right of way; thence South 0° 35' West 112.3 feet; thence North 89° 36' East 194.33 feet, more or less, to a point 45 feet West of the Northeast corner of property described in Book 190, pages 341 and 342 of official records; thence South 0° 35' West 47.59 feet; thence South 82° 48' East 457.72 feet to the point of beginning. 2.48 acres.

Containing 2.48 acres more or less

Exhibit B To Exchange Agreement

(Description of the UTA Property)

Record Owner(s): Utah Transit Authority, a large public transit district of the State of Utah

Parcel Identification No.: 21-01-278-022-4002

Address: 4384 South 50 West, Murray Utah

Vesting Deed: Special Warranty Deed; Entry No. 10472894

Described as:

BEGINNING at a point which is North 00° 04' 00" East 314.40 feet and West 823.82 feet from the Southeast corner of Lot 1, Block 9, Ten Acre Plat "A", Big Field Survey; and running thence North 27.08 feet, thence South 89° 42' 00" West 300.00 feet, thence North 00° 16' 00" East 249.00 feet, thence South 89° 41' 54" West 85.25 feet, thence North 00°14' 34" West 34.00 feet, thence North 00° 14' 34" East 237.91 feet, thence North 89° 41' 54" East 10.00 feet, thence North 00° 04' 00" East 438.36 feet, thence South 89° 42' 00" West 40.00 feet, thence South 00°04' 00" West 438.00 feet, thence South 89° 42' 00" West 229.20 feet, thence South 00°04' 00" West 237.00 feet; thence South 00°35' 00" West 306.70 feet, thence East 648.60 feet to the point of BEGINNING.

Containing 4.04 acres more or less

Exhibit C To Exchange Agreement

(Boundary Line Agreement)

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

WHEN RECORDED RETURN TO:
Utah Transit Authority
Right-of-Way Division
669 West 200 South
Salt Lake City, Utah 84101

Space above for County Recorder's use

BOUNDARY LINE AGREEMENT

*Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013*

Salt Lake County, a body corporate and politic of the of the State of Utah (the "County"), the record owner of Parcel 1 (21-01-426-006) and Utah Transit Authority, a large public transit district of the State of Utah ("UTA"), the record owner of Parcel 2 (21-01-278-022-4002), do hereby acknowledge and consent to this boundary line agreement. In accordance with UCA 57-1-45 and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and UTA, as two adjoining property owners, agree to adjust the common boundary between Parcel 1 and Parcel 2, which are currently described as follows:

(See Attachment A)
Current Descriptions

The legal descriptions of Parcel 1 and Parcel 2 following modification by this boundary line agreement will be as follows:

(See Attachment B)
New Descriptions

OWNERS AFFIDAVIT

This document is made and executed this _____ day of _____, 20_____ .

PARCEL 1 Acknowledgment – Salt Lake County

Parcel No.: 21-01-426-006

Exhibit Only, Do Not Sign
County Mayor, or Designee

Reviewed as to Form and Legality

County Clerk or Designee

Deputy District Attorney

[Acknowledgements on following page(s)]

Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013

Acknowledgement - Salt Lake County

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that _he is the _____of Salt Lake County,
Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

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

Notary Public _____
My Commission Expires: _____
Residing in: _____

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that _he is the _____ CLERK of Salt Lake County, and that the
foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution
of the SALT LAKE COUNTY COUNCIL.

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

Notary Public _____
My Commission Expires: _____
Residing in: _____

*Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013*

PARCEL 2 Acknowledgment – Utah Transit Authority

Parcel No.: 21-01-278-022-4002

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

APPROVED AS TO FORM:

Tim Merrill Assistant Attorney General

By: _____
Paul Drake
Director, Real Estate & TOD

By: _____
Spencer Burgoyne
Manager, Property Administration

Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013

ATTACHMENT A
Current Descriptions

Parcel 1

Record Owner(s): Salt Lake County, a body corporate and politic of the State of Utah

Parcel Identification No.: 21-01-426-006

Address: 4474 South Main Street, Murray Utah

Vesting Deed: Warranty Deed; Entry No. 2705333

Described as:

Beginning at a point on the West line of Main Street, said point being South 89° 36' West 66 feet and North-0° 4' East 83.23 feet from the Southeast corner of Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, and running thence North 0° 4' East 217.17 feet along said West line; thence South 89° 36' West 648.6 feet to the East line of Oregon Short Line Railroad right of way; thence South 0° 35' West 112.3 feet; thence North 89° 36' East 194.33 feet, more or less, to a point 45 feet West of the Northeast corner of property described in Book 190, pages 341 and 342 of official records; thence South 0° 35' West 47.59 feet; thence South 82° 48' East 457.72 feet to the point of beginning. 2.48 acres.

Containing 2.48 acres more or less

AND,

Parcel 2

Record Owner(s): Utah Transit Authority, a large public transit district of the State of Utah

Parcel Identification No.: 21-01-278-022-4002

Address: 4384 South 50 West, Murray Utah

Vesting Deed: Special Warranty Deed; Entry No. 10472894

Described as:

BEGINNING at a point which is North 00° 04' 00" East 314.40 feet and West 823.82 feet from the Southeast corner of Lot 1, Block 9, Ten Acre Plat "A", Big Field Survey; and running thence North 27.08 feet, thence South 89° 42' 00" West 300.00 feet, thence North 00° 16' 00" East 249.00 feet, thence South 89° 41' 54" West 85.25 feet, thence North 00°14' 34" West 34.00 feet, thence North 00° 14' 34" East 237.91 feet, thence North 89° 41' 54" East 10.00 feet, thence North 00° 04' 00" East 438.36 feet, thence South 89° 42' 00" West 40.00 feet, thence South 00°04' 00" West 438.00 feet, thence South 89° 42' 00" West 229.20 feet, thence South 00°04' 00" West 237.00 feet; thence South 00°35' 00" West 306.70 feet, thence East 648.60 feet to the point of BEGINNING.

Containing 4.04 acres more or less

Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013

ATTACHMENT B
New Descriptions

NEW PARCEL 1

Record Owner(s): Salt Lake County, a body corporate and politic of the State of Utah

Described as:

Beginning at a point on the West line of Main Street, said point being South 89° 36' West 66 feet and North-0° 4' East 83.23 feet from the Southeast corner of Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, and running thence North 0° 4' East 217.17 feet along said West line; thence South 89° 36' West 648.6 feet to the East line of Oregon Short Line Railroad right of way; thence South 0° 35' West 112.3 feet; thence North 89° 36' East 194.33 feet, more or less, to a point 45 feet West of the Northeast corner of property described in Book 190, pages 341 and 342 of official records; thence South 0° 35' West 47.59 feet; thence South 82° 48' East 457.72 feet to the point of beginning. 2.48 acres.

Also and including the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the West Line of Main Street as widened to 35.50 foot half-width located 2.50 feet South 89°59'55" West (West record) along the deed Line from the Southeast Corner of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey; said point of beginning is located 84.16 feet North 0°06'32" West along the Section Line; and 18.66 feet South 89°59'55" West from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 297.49 feet along the South Line of said 2008 Deed as surveyed on the ground; thence North 0°15'55" East 25.52 feet; thence North 89°41'55" East (North 89°42' East record) 297.50 feet along a deed line common to said 2008 Deed and the South Line of a 2019 Warranty Deed to BD Parris LC recorded in Book 10774 at Page 2603 of Official Records as surveyed on the ground to the West Line of Main Street as widened; thence South 0°15'55" West 27.08 feet (South 0°16' West record) along said West Line to the point of beginning.

Less and excepting the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the South Line of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey located 84.16 feet North 0°06'32" West along the Section Line; and 316.15 feet South 89°59'55" West (West record) from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 348.52 feet along said South Line to the East Line of the Railroad Property as surveyed on the ground; thence South 0°35'00" West 22.13 feet along said East Line; thence South 89°53'50" East 348.64 feet; thence North 0°15'55" East 22.76 feet to the point of beginning.

Containing 2.48 acres more or less

Attachment "C": By this reference, made a part hereof.

Tax Serial No.(s) 21-01-426-006
& 21-01-278-024-4002
County Project No. RE:3846.01
Surveyor WO W091922013

ATTACHMENT B
New Descriptions

AND,

NEW PARCEL 2

Record Owner(s): Utah Transit Authority, a large public transit district of the State of Utah

Described as:

BEGINNING at a point which is North 00° 04' 00" East 314.40 feet and West 823.82 feet from the Southeast corner of Lot 1, Block 9, Ten Acre Plat "A", Big Field Survey; and running thence North 27.08 feet, thence South 89° 42' 00" West 300.00 feet, thence North 00° 16' 00" East 249.00 feet, thence South 89° 41' 54" West 85.25 feet, thence North 00°14' 34" West 34.00 feet, thence North 00° 14' 34" East 237.91 feet, thence North 89° 41' 54" East 10.00 feet, thence North 00° 04' 00" East 438.36 feet, thence South 89° 42' 00" West 40.00 feet, thence South 00°04' 00" West 438.00 feet, thence South 89° 42' 00" West 229.20 feet, thence South 00°04' 00" West 237.00 feet; thence South 00°35' 00" West 306.70 feet, thence East 648.60 feet to the point of BEGINNING.

Also and including the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the South Line of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey located 84.16 feet North 0°06'32" West along the Section Line; and 316.15 feet South 89°59'55" West (West record) from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 348.52 feet along said South Line to the East Line of the Railroad Property as surveyed on the ground; thence South 0°35'00" West 22.13 feet along said East Line; thence South 89°53'50" East 348.64 feet; thence North 0°15'55" East 22.76 feet to the point of beginning.

Less and excepting the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the West Line of Main Street as widened to 35.50 foot half-width located 2.50 feet South 89°59'55" West (West record) along the deed Line from the Southeast Corner of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey; said point of beginning is located 84.16 feet North 0°06'32" West along the Section Line; and 18.66 feet South 89°59'55" West from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 297.49 feet along the South Line of said 2008 Deed as surveyed on the ground; thence North 0°15'55" East 25.52 feet; thence North 89°41'55" East (North 89°42' East record) 297.50 feet along a deed line common to said 2008 Deed and the South Line of a 2019 Warranty Deed to BD Parris LC recorded in Book 10774 at Page 2603 of Official Records as surveyed on the ground to the West Line of Main Street as widened; thence South 0°15'55" West 27.08 feet (South 0°16' West record) along said West Line to the point of beginning.

Containing 4.04 acres more or less

Attachment "C": By this reference, made a part hereof.

Exhibit D To Exchange Agreement

(Easement Agreement)

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84114-3300

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor") and UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah ("Grantee").

RECITALS

A. Grantor owns that certain parcel of land located at 4474 South Main Street, Murray, Utah, identified as Parcel No. _____ (21-01-426-006) ("Grantor's Land"), which is more particularly depicted and described on Exhibit "A", attached hereto and made a part hereof by this reference.

B. Grantee owns that certain adjacent parcel of real property located at 4384 South 50 West, Murray, Utah, identified as Parcel No. _____ (21-01-278-024-4002) ("Grantee's Parcel"), which is more particularly depicted and described on Exhibit "B", attached hereto and mad a part hereof by this reference.

C. Grantor and Grantee have recorded a Boundary Line Agreement as Entry No. _____ in the Salt Lake County Recorder's Office. The Boundary Line Agreement adjusts the boundary line between Grantor's Land and Grantee's Parcel, impacting Grantee's access to Grantee's Parcel.

D. Grantee desires to maintain use of an access road over what is now Grantor's Land for the limited purpose of providing ingress and egress to, from, and between Grantee's Parcel and Main Street (the "Access Use") and to install, construct, operate, inspect, service, maintain, repair, remove, relocate and replace underground utility pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water (the "Utility Use").

E. Grantor has agreed to grant and convey an easement to Grantee for such Access Use and Utility Use subject to and in accordance with the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

- a. *Grant of Right-of-Way and Access Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Access Easement"), over and across a portion of Grantor's Land more specifically identified on Exhibit "C" as the "Right-of-Way" (the "Access Easement Area"), for Access Use. The use of the Access Easement shall be limited to such purposes and to such extent as may be customary for daily vehicular and pedestrian access of the Grantee's Parcel for Grantee's governmental operations, which shall include reasonable and customary deliveries. The Access Easement Area is currently paved. Grantee acknowledges that a new road, intended to be dedicated to the public ("New Road"), will be constructed within the Access Easement Area by Grantor or another party pursuant to a separate agreement. While the New Road is under construction, the use of the Access Easement may be restricted or temporarily obstructed by Grantor as provided herein.
- b. *Grant of Utilities Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive right-of way and easement (the "Utility Easement"), under, through, and across the Access Easement Area specifically identified on Exhibit "C" (the "Utility Easement Area") for the Utility Use.
- c. *No Material Modification Without Grantor's Consent.* The Access Easement and the Utility Easement are collectively referred to herein as the "Easements." Grantee may not make or allow to be made any material changes to the location or design of the Access Road or the Easement Areas without the prior written consent of Grantor.
- d. *Exercise of Right-of-Way and Easements.* The Grantee may enter on any portion of the Easements as may be necessary or appropriate in order to undertake the Access Use or the Utility Use so long as such activities are performed in a good and workmanlike manner. If Grantee undertakes any construction activities related to the Utility Use, the Grantee shall immediately restore any affected portion of the Easements (to the extent such restoration is not inconsistent with the Access Use or Utility Use) to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used.

2. Grantor's Reserved Rights. Provided such use is not inconsistent with the Easements granted herein and except as otherwise provided herein, Grantor reserves the right to use the Easements at any time for its equipment and personnel, for overhead and underground power lines and other cables and conduits of any nature or kind, and for any other equipment or facilities Grantor deems necessary or desirable for the existing and future use of Grantor's Land. Without limiting the foregoing, Grantor specifically reserves the right to construct, maintain, repair, replace, enlarge, and remove pipelines of any size or nature now located, or that may be located in the future, within the Easements (hereinafter collectively referred to as the "Underground Facilities").

Grantor expressly reserves the right for itself and any party it contracts with for construction of the New Road to restrict or temporarily obstruct Grantee's use of the Easements on a temporary basis while the New Road is under construction and at such times as Grantor deems necessary to maintain, repair, replace or enlarge any Underground Facilities located within the Easements; provided, however, that Grantor shall use reasonable efforts to make vehicular access available to and from Grantee's Parcel during construction of the New Road or during maintenance, repair, replacement or enlargement of the Underground Facilities. Grantor shall provide, or shall require any party it contracts with to provide, Grantee reasonable notice of any closures of the Easements except in such cases of emergency. Grantor's excavation or construction activities shall be performed in a good and workmanlike manner and shall be prosecuted diligently to completion. On completion of such excavation or construction activities, Grantor shall immediately restore any affected portion of the Easements to the same or better condition as existed prior to the commencement of such excavation or construction activities.

Except as set forth above with respect to Grantor's construction activities or the construction activities of or any party Grantor contracts with for the construction of the New Road, Grantor shall have no obligation to maintain the Access Easement or to keep the same in passable condition for the benefit of Grantee, and any work performed on said roadway by Grantee shall be at Grantee's sole cost and expense.

Grantor shall have the right to develop a point of ingress and egress connecting into the Access Easement Area for the use and development of Grantor's Land. Furthermore, Grantor shall have the right to interconnect and tie into any utilities that may be located within the Utility Easement Area at Grantor's sole cost and expense, but for no additional consideration paid to Grantee.

3. Grantee's Conduct. In exercising its rights under this Agreement, Grantee agrees not to interfere with Grantor's use of Grantor's Land for construction of the New Road or Grantor's activities related to the Underground Facilities. In addition, Grantee agrees:

- a. Grantee shall not plant trees or shrubs or other vegetation with roots that are reasonably expected to contact or interfere with the New Road or the Underground Facilities.
- b. Grantee shall not improve the Easements in any way that will interfere with or damage the New Road or Grantee's Underground Facilities. Further, Grantee will not remove any cover or materials from or place fill or materials within the Easements without the prior written consent of Grantor.

4. *Indemnification.* Grantee shall use the Easements at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the Easements, except in the case of Grantor's gross negligence, willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's gross negligence, willful misconduct or breach of this Agreement, Grantee shall protect, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively,

“Indemnities”) from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of or activities on or around Grantor's Land. For purposes of this Section 4, “Environmental Laws and Regulations” shall mean all present and future federal, state and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

5. Not a Public Dedication. Except as is required in connection with the installation of public utilities in the Easements, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Land for the general public or for any public purposes. However, it is understood that the Access Easement Area will eventually be dedicated to the public as a public road.

6. Subject to Existing Rights. The Easements are granted subject to all easements and encumbrances of record as of the date hereof.

7. Termination. The perpetual rights-of-way and Easements granted by this Agreement shall terminate upon the occurrence of the following conditions:

- a. the dedication by Grantor of the Access Easement Area as a public street pursuant to Utah law, and
- b. the adoption, by Murray City, of an appropriate agreement or instrument recognizing Grantee's powers and rights under Utah law to own, construct, operate and maintain the Utilities in such street.

8. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement and the Easements granted herein are intended to run with the land.

9. Taxes. Grantee shall pay all taxes and assessments of any kind, which shall be levied against the Easement Areas by reason of Grantee's use, or occupancy thereof.

10. Paragraph Headings. Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

11. Governing Law. This Agreement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

13. Notices. All notices, demands, or other communications to any party under this Agreement shall be in writing; shall be sent only by United States Mail, by nationally recognized courier service, by email, or by personal delivery; and shall be given:

If to Grantor:

Salt Lake County
Attn: Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, UT 84114-3300

With a copy to:

Salt Lake County District Attorney's Office
Attn: Civil Division
35 West 500 South
Salt Lake City, UT 84111

If to Grantee:

Utah Transit Authority
Attn: Property Administration
669 West 200 South
Salt Lake City, Utah 84101-1015

With a copy to:

Utah Transit Authority
Office of General Counsel
669 West 200 South
Salt Lake City, Utah 84101

All such notices, demands, requests, or other communications by personal delivery or email shall be deemed received on the date of delivery to the recipient if delivered prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

14. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

15. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties can be

carried out.

16. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

17. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Agreement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Agreement shall be binding upon the party for which he or she signs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first herein written.

GRANTOR:

SALT LAKE COUNTY, a body corporate
and politic of the State of Utah

Exhibit Only, Do Not Sign

Mayor or Designee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first herein written.

UTAH TRANSIT
AUTHORITY

APPROVED AS TO FORM:

Tim Merrill Assistant Attorney General

By: _____
Paul Drake
Director, Real Estate & TOD

By: _____
Spencer Burgoyne
Manager, Property Administration

EXHIBIT "A"
(Grantor's Land)

Record Owner(s): Salt Lake County, a body corporate and politic of the State of Utah

Described as:

Beginning at a point on the West line of Main Street, said point being South 89° 36' West 66 feet and North 0° 4' East 83.23 feet from the Southeast corner of Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, and running thence North 0° 4' East 217.17 feet along said West line; thence South 89° 36' West 648.6 feet to the East line of Oregon Short Line Railroad right of way; thence South 0° 35' West 112.3 feet; thence North 89° 36' East 194.33 feet, more or less, to a point 45 feet West of the Northeast corner of property described in Book 190, pages 341 and 342 of official records; thence South 0° 35' West 47.59 feet; thence South 82° 48' East 457.72 feet to the point of beginning. 2.48 acres.

Also and including the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the West Line of Main Street as widened to 35.50 foot half-width located 2.50 feet South 89°59'55" West (West record) along the deed Line from the Southeast Corner of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey; said point of beginning is located 84.16 feet North 0°06'32" West along the Section Line; and 18.66 feet South 89°59'55" West from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 297.49 feet along the South Line of said 2008 Deed as surveyed on the ground; thence North 0°15'55" East 25.52 feet; thence North 89°41'55" East (North 89°42' East record) 297.50 feet along a deed line common to said 2008 Deed and the South Line of a 2019 Warranty Deed to BD Parris LC recorded in Book 10774 at Page 2603 of Official Records as surveyed on the ground to the West Line of Main Street as widened; thence South 0°15'55" West 27.08 feet (South 0°16' West record) along said West Line to the point of beginning.

Less and excepting the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the South Line of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey located 84.16 feet North 0°06'32" West along the Section Line; and 316.15 feet South 89°59'55" West (West record) from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 348.52 feet along said South Line to the East Line of the Railroad Property as surveyed on the ground; thence South 0°35'00" West 22.13 feet along said East Line; thence South 89°53'50" East 348.64 feet; thence North 0°15'55" East 22.76 feet to the point of beginning.

Containing 2.48 acres more or less

EXHIBIT "B"
(Grantee's Parcel)

Record Owner(s): Utah Transit Authority, a large public transit district of the State of Utah

Described as:

BEGINNING at a point which is North 00° 04' 00" East 314.40 feet and West 823.82 feet from the Southeast corner of Lot 1, Block 9, Ten Acre Plat "A", Big Field Survey; and running thence North 27.08 feet, thence South 89° 42' 00" West 300.00 feet, thence North 00° 16' 00" East 249.00 feet, thence South 89° 41' 54" West 85.25 feet, thence North 00° 14' 34" West 34.00 feet, thence North 00° 14' 34" East 237.91 feet, thence North 89° 41' 54" East 10.00 feet, thence North 00° 04' 00" East 438.36 feet, thence South 89° 42' 00" West 40.00 feet, thence South 00° 04' 00" West 438.00 feet, thence South 89° 42' 00" West 229.20 feet, thence South 00° 04' 00" West 237.00 feet; thence South 00° 35' 00" West 306.70 feet, thence East 648.60 feet to the point of BEGINNING.

Also and including the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the South Line of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey located 84.16 feet North 0° 06' 32" West along the Section Line; and 316.15 feet South 89° 59' 55" West (West record) from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89° 59' 55" West (West record) 348.52 feet along said South Line to the East Line of the Railroad Property as surveyed on the ground; thence South 0° 35' 00" West 22.13 feet along said East Line; thence South 89° 53' 50" East 348.64 feet; thence North 0° 15' 55" East 22.76 feet to the point of beginning.

Less and excepting the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the West Line of Main Street as widened to 35.50 foot half-width located 2.50 feet South 89° 59' 55" West (West record) along the deed Line from the Southeast Corner of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey; said point of beginning is located 84.16 feet North 0° 06' 32" West along the Section Line; and 18.66 feet South 89° 59' 55" West from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89° 59' 55" West (West record) 297.49 feet along the South Line of said 2008 Deed as surveyed on the ground; thence North 0° 15' 55" East 25.52 feet; thence North 89° 41' 55" East (North 89° 42' East record) 297.50 feet along a deed line common to said 2008 Deed and the South Line of a 2019 Warranty Deed to BD Parris LC recorded in Book 10774 at Page 2603 of Official Records as surveyed on the ground to the West Line of Main Street as widened; thence South 0° 15' 55" West 27.08 feet (South 0° 16' West record) along said West Line to the point of beginning.

Containing 4.04 acres more or less

EXHIBIT "C"
(Map of Access Easement Area and Utility Easement Area)

