



Agenda Item Number: RDA 2c

Meeting Date: 5/13/2020

Presenter: Paul Coates

REQUEST FOR BOARD ACTION

Requestor: Paul Coates

Meeting Date Requested: 5/13/2020

Department: Economic Development

Date Final Action Required: 5/13/2020

Meeting Type: ☐ Work Session ☐ Public Hearing ☒ Business Item ☐ Other Consent Item

Action Requested: ☐ Provide Information ☐ Request Feedback ☒ Decision ☐ Other [Click or tap here to enter](#)

Time Requested: Total Time: (Presentation Time:5 Council Discussion: 5)

Signatures:

Submitter: Paul Coates
Paul Coates (May 8, 2020)

Dept. Head: _____

Reviewed as to Form: Jared C. Tingay

Executive: Korban Lee
Korban Lee (May 8, 2020)

Council Office: _____

AGENDA SUBJECT (Name of the item as it should appear on the formal agenda)

Discussion and possible action on Reciprocal Access Easement Agreement

PURPOSE FOR COUNCIL TIME (What specifically is needed from the council, i.e. specific questions to be answered)

Decision on granting a reciprocal cross access easement across a portion of a parcel owned by the RDA.

SUMMARY (Brief synopsis of the of the issue)

The Agency owns property on the south side of 9000 South between Mountain View Corridor and 5600 West. Jordan Star LLC owns the parcel at the northeast corner of the Agency parcel on which a Maverik fuel center and convenience store is proposed to be developed. The proposed access agreement allows access across each parcel in order to access the other parcel—allowing for the eventual development of both parcels. Cross access easements are common in situations with adjoining commercial parcels. Jordan Star LLC will be responsible for maintenance of the entire easement area until the RDA parcel is developed. Once the RDA parcel is developed each property owner will maintain the portion of the cross-access easement area located on its respective parcel.

TIME SENSITIVITY / URGENCY (Explain any deadlines, and the impact of those deadlines)

The access agreement needs to be approved to allow for the development of the proposed Maverik fuel station and convenience store.

BUDGET IMPACT (Estimated cost and source of funding)

None

STAFF RECOMMENDATION

Staff recommends approval of the Reciprocal Access Easement Agreement

PLANNING COMMISSION RECOMMENDATION (If Applicable)

n/a

MOTION RECOMMENDED (If Applicable)

"I move to approve Resolution 221 approving the Reciprocal Easement Agreement for the RDA at the intersection of 9000 South and 5600 West."

MAYOR RECOMMENDATION (if applicable)

PACKET ATTACHMENT(S) (Embed Electronically)

OTHER INFORMATION (If Applicable)

INSTRUCTIONS

This document is intended as an aid for planning City Council agendas. The Council has expressed a desire to know what items need to be heard well before packets are prepared. Please submit this form to the City Council Director's office as soon as it is reasonably known that an item needs to be brought to the council. This is not required for routine special recognition or consent items, but is encouraged for anything that is not routine. Please provide as much information as reasonable, the requestor is authorized to alter the form to extend the sections below as appropriate. Additional attachments are encouraged and can be added as embedded attachments.

**THE REDEVELOPMENT AGENCY OF
WEST JORDAN CITY**

RESOLUTION NO. 221

**A RESOLUTION APPROVING A RECIPROCAL EASEMENT
AGREEMENT.**

WHEREAS, the Agency exists and operates under the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”); and

WHEREAS, the Agency is authorized by the Act to hold, sell, convey, grant, gift, or otherwise dispose of any interest in real or personal property; and

WHEREAS, the Agency owns property located southwest of the intersection of 9000 South and 5600 West (the “**Agency Parcel**”) and a private entity owns land at the northeast corner of the Agency Parcel (the “**Development Parcel**”); and

WHEREAS, development of a fuel station and convenience store has been proposed for the Development Parcel; and

WHEREAS, the development of the Agency Parcel and the Development Parcel will require adequate vehicular access from the adjacent public streets and between the two parcels; and

WHEREAS, the Agency now desires to approve a reciprocal access agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY:

1. The Agency finds that the easements and access rights established by the reciprocal access easement agreement (the “**Agreement**”) will benefit the Agency Parcel, that the execution of the Agreement is within the statutory powers granted to the Agency, and that the execution of the Agreement will further the Agency’s goal of encouraging and promoting desirable development within the City of West Jordan.
2. The Agreement is approved, substantially in the form attached hereto as **Exhibit A** and with such changes as may be deemed advisable or necessary by the Agency Executive Director and legal counsel.
3. The Agency Executive Director is authorized to execute the Agreement on behalf of the Agency.
4. This resolution shall be effective upon adoption.

Adopted by the Board of Directors of the Redevelopment Agency of West Jordan City this 13th day of May, 2020.

REDEVELOPMENT AGENCY OF WEST
JORDAN CITY

CHRISTOPHER MCCONNEHEY
Agency Board Chair

ATTEST:

DIRK BURTON
Executive Director

Voting by the Agency Board:

Name	“YES”	“NO”	ABSENT	ABSTAIN
Kelvin Green	_____	_____	_____	_____
Zach Jacob	_____	_____	_____	_____
Chad Lamb	_____	_____	_____	_____
Chris McConnehey	_____	_____	_____	_____
David Pack	_____	_____	_____	_____
Kayleen Whitelock	_____	_____	_____	_____
Melissa Worthen	_____	_____	_____	_____

When Recorded, Mail To:
West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

With A Copy To:
Jordan Star L.L.C.
c/o Woodbury Corporation
Attn: Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109

APN: 26-02-426-004
APN: 26-02-426-003

(Space Above for Recorder's Use)

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between The REDEVELOPMENT AGENCY of WEST JORDAN CITY, a political subdivision of the State of Utah (“**RDA**”), and PRACVEST, L.C., a Utah limited liability company, as to an undivided 5.0% interest, AIL GROUP, L.L.C., a Utah limited liability company, as to an undivided 22.8% interest, and JORDAN STAR L.L.C., a Utah limited liability company as to an undivided 72.2 % interest (PRACVEST, L.C., AIL Group, L.L.C., and Jordan Star L.L.C. together, “**Jordan Star**”). RDA and Jordan Star may be collectively referred to herein as the “**Parties**,” and individually as a “**Party**.”

R E C I T A L S

A. RDA owns certain real property (the “**RDA Parcel**”) located in Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Jordan Star owns certain real property (the “**Jordan Star Parcel**”) located adjacent to the RDA Parcel in Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Jordan Star desires an access easement over, under, and across a portion of the RDA Parcel and RDA desires an access easement over, under, and across a portion of the Jordan Star Parcel (collectively the “**Easements**,” and each individually an “**Easement**”).

D. Pursuant to the terms and conditions contained herein, RDA will grant to Jordan Star a perpetual and non-exclusive access easement on, under, over, and across a portion of the RDA Parcel for the purposes more fully set forth herein (“**Cross Access A**”).

E. Pursuant to the terms and conditions contained herein, Jordan Star will grant to RDA a perpetual and non-exclusive access easement on, under, over, and across a portion of the

Jordan Star Parcel for the purposes more fully set forth herein (“**Cross Access B**,” and collectively with Cross Access A, “the **Easement Areas**”). The Easement Areas are more particularly described on Exhibit C and depicted on Exhibit D, both attached hereto and incorporated herein by this reference. If there is any discrepancy between the legal description and the depiction of the Easement Areas, the legal description shall control.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Easements.

1.1. Grant of Access Easement to Jordan Star. RDA hereby grants and conveys to Jordan Star a perpetual and non-exclusive access easement on, under, over, and across Cross Access A for vehicular and pedestrian access to the Jordan Star Parcel.

1.2. Grant of Access Easement to RDA. Jordan Star hereby grants and conveys to RDA a perpetual and non-exclusive access easement on, under, over, and across Cross Access B for vehicular and pedestrian access to the RDA.

1.3. Effect of Construction Activities. RDA shall not be liable to Jordan Star for any interruption in access to the Jordan Star Parcel due to development activities on the RDA Parcel by the RDA or its successors or assigns, provided one of the access drives then in existence providing ingress and egress to and from the Jordan Star Parcel, to and from public right – of – ways, is at all times kept clear.

2. Reservation by the Parties. The Parties reserve the right to use their respective parcels for any use not inconsistent with the other Parties’ use of the Easement Areas as granted herein. Notwithstanding the foregoing, nothing in this Agreement is to be construed to prescribe the manner, type, or other attributes of future development of the RDA Parcel, including access facilities and structures in the Easement Areas, provided access is provided to the Jordan Star Parcel that is substantially similar to the access provided by Cross Access A. Notwithstanding any provisions of this Agreement, if requested by the RDA, the Parties shall amend the definition of Cross Access A as may be reasonably necessary to accommodate future development of the RDA Parcel so long as access is provided to the Jordan Star Parcel that is substantially similar to the access provided by Cross Access A as currently defined. Notwithstanding any provisions of this Agreement, if requested by Jordan Star, the Parties shall amend the definition of Cross Access B as may be reasonably necessary to accommodate future development of the Jordan Star Parcel so long as access is provided to the RDA Parcel that is substantially similar to the access provided by Cross Access B as currently defined.

3. Condition of Easement Areas. The Parties accept the Easement Areas and all aspects thereof in “as is,” “where is” condition, without warranties, either express or implied, “with all faults,” including but not limited to both latent and patent defects, and the existence of

hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and use of the Easement Areas.

4. Access. The Parties shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. The Parties shall enter upon the Easement Areas at their sole risk and hazard, and each Party and their successors and assigns, hereby release the other Party from any claims relating to the condition of the Easement Areas and/or the entry upon the Easement Areas by such Party, their agents, employees, servants and contractors. No use of the Easements by tenants, employees, service providers, customers, guests, agents, contractors, or the public generally (“**Permittees**”) from and after the date of this Agreement shall be interpreted or construed to be a public dedication, or to ever confer upon the public any right to continue to make such use permanently. In the pursuit of preventing public dedication, the Parties may each temporarily block access to the Easement Areas granted under Sections 1.1 and 1.2 of this Agreement, for a period of time reasonably necessary to prevent any such public dedication. Any conveyance of the easement rights granted under this Agreement by the Parties to third parties is hereby prohibited, and shall be null and void. Notwithstanding the foregoing, the Parties may grant temporary revocable licenses to Permittees under the easements granted under this Agreement. Any use of easements granted under this Agreement by Permittees shall be interpreted as having been used under temporary revocable licenses.

5. Maintenance. Jordan Star, at its sole cost and expense, will maintain and repair Cross Access A until RDA engages in RDA Development Activities; thereafter RDA, at its sole cost and expense, will maintain and repair Cross Access A. Jordan Star, at its sole cost and expense, will maintain and repair Cross Access B. “RDA Development Activities” means (1) completed development of the RDA Parcel, or (2) regular use of the Easement Areas in furtherance of development of the RDA Parcel. “RDA Development Activities” does not include minor uses such as single-day visits, pre-development surveys, emergency responses of West Jordan City, or other similar temporary uses of the RDA Parcel. The Easement Areas will be maintained in good order and in a substantially similar condition as other similar improvements located in the surrounding area, and in accordance with all applicable laws, rules, and regulations. The Parties agree to promptly repair any damage, other than normal wear and tear, to the Easement Areas, on such Party’s parcel and improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or sewer pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by such Party, its agents, servants, employees, contractors or anyone performing work by, through, for, or under such Party, and shall restore the damaged Party’s parcel and the improvements thereon to substantially the same condition as they existed prior to the damage caused by such Party. The damage caused by normal wear and tear and the regular use of the Easement Areas will be repaired and taken care of pursuant to the first two sentences of this Section.

6. Liens. RDA shall keep the Jordan Star Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under RDA, and hereby indemnifies, holds harmless and hereby agrees to defend Jordan Star from any liens that may be placed on the Jordan Star Parcel and/or the parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under RDA or any of RDA’s agents. Any such liens shall be released of record within thirty (30) days. Jordan Star shall keep the RDA Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Jordan Star, and hereby indemnifies, holds harmless and hereby

agrees to defend RDA from any liens that may be placed on the RDA Parcel and/or the parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Jordan Star or any of Jordan Star's agents. Any such liens shall be released of record within thirty (30) days.

7. Insurance. Each of the Parties shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Areas.

8. Indemnification. The Parties and their successors and assigns hereby indemnify, defend and hold each other harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage, including personal injury and wrongful death, caused by or arising out of: (i) the use of the Easement Areas by such Party or their Permittees; and (ii) any work performed on the Easement Areas by such Party or their successors or assigns, and their agents, servants, employees, consultants and/or contractors. Notwithstanding the foregoing, nothing contained herein constitutes a waiver of the RDA's rights and defenses otherwise available under the Governmental Immunity Act of Utah.

9. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to RDA: The Redevelopment Agency of West Jordan City
Attn.: Executive Director
8000 South Redwood Road
West Jordan, Utah 84088

If to Jordan Star: Jordan Star L.L.C.
c/o Woodbury Corporation
Attn.: Legal Department
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

10. Miscellaneous.

10.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

10.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

10.3. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

10.4. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

10.5. Rights and Remedies. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.6. Litigation Expenses. In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to actual costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

10.7. 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/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

10.8. Recording. This Agreement shall be recorded in the office of the Salt Lake County Recorder, State of Utah.

[signatures and acknowledgements are on the following pages]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

**The Redevelopment Agency of West Jordan
City, a political subdivision of the State of Utah**

By: _____
Dirk Burton, Executive Director

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2020, personally appeared before me Dirk Burton, known or satisfactorily proved to me to be the Executive Director of The Redevelopment Agency of West Jordan City, a political subdivision of the State of Utah, who acknowledged to me that s/he signed the foregoing instrument as Executive Director for said entity.

Notary Public

[Signatures continued on following page]

PRACVEST, L.C., a Utah limited liability company

**By: WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By: _____
O. Randall Woodbury, President

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

On the _____ day of _____, 20____, before me personally appeared O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that he is President of WOODBURY CORPORATION, a Utah corporation, the Manager of PRACVEST, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

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

On the _____ day of _____, 20____, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is _____ of WOODBURY CORPORATION, a Utah corporation, the Manager of PRACVEST, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

[Signatures continued on following page]

**AIL Group L.L.C.,
a Utah limited liability company**

By: _____
Scott W. Thornton, Manager

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

On the _____ day of _____, 20____, before me personally appeared SCOTT W. THORNTON, to me personally known, who being by me duly sworn did say that he is Manager of AIL GROUP L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

[Signatures continued on following page]

**JORDAN STAR L.L.C.,
a Utah limited liability company**

**By: WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By: _____
O. Randall Woodbury, President

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

On the _____ day of _____, 20____, to me personally appeared O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, a Utah corporation, the Manager of that certain company known as JORDAN STAR L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

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

On the _____ day of _____, 20____, to me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of WOODBURY CORPORATION, a Utah corporation, the Manager of that certain company known as JORDAN STAR L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

*[End of signatures]
[Exhibit A begins on following page]*

EXHIBIT A
RDA Parcel Legal Description

THE FOLLOWING LEGAL DESCRIPTION EXCEPTING ALL PUBLIC RIGHTS-OF-WAY:

BEGINNING AT A POINT ON A FOUND RIGHT-OF-WAY MONUMENT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 9000 SOUTH STREET, SAID POINT BEING 888.64 FEET NORTH 89°39'12" WEST ALONG THE SECTION LINE, AND 2769.23 FEET SOUTH 00°20'48" WEST, FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 87°22'04" EAST, ALONG SAID 9000 SOUTH STREET RIGHT-OF-WAY LINE, 458.89 FEET; THENCE SOUTH 279.39 FEET; THENCE EAST 386.40 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 5600 WEST STREET; THENCE SOUTH 06°53'52" EAST 222.86 FEET; THENCE SOUTH 02°40'37" EAST 97.64 FEET; THENCE SOUTH 89°47'03" EAST 9.27 FEET, MORE OR LESS, TO THE WEST LINE OF THE WEST JORDAN MARKETPLACE PHASE 1 SUBDIVISION, AS RECORDED ON APRIL 3, 2002, AS ENTRY NO. 8193771, IN BOOK 2002P, ON PAGE 81; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: SOUTH 00°03'22" WEST, PARALLEL TO AND 17.00 FEET FROM THE SECTION LINE, 405.23 FEET, TO A POINT ON A NON-TANGENT 410.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 81.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°20'02" (CHORD BEARS SOUTH 05°36'52" EAST 80.97 FEET), TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SUBDIVISION, NORTH 89°46'29" WEST 1051.23 FEET, TO A POINT ON EASTERLY RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR; SAID POINT ALSO BEING ON A NON- TANGENT 1730.00 FOOT RADIUS CURVE TO THE LEFT; AND RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: THENCE 472.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°39'00" (CHORD BEARS: NORTH 18°22'50" EAST 471.07 FEET); THENCE NORTH 79°26'40" WEST 20.00 FEET TO A POINT ON A NON-TANGENT 1710.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 312.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°27'40" (CHORD BEARS: NORTH 05°19'30" EAST 311.78 FEET); THENCE NORTH 00°05'41" EAST 297.67 FEET TO THE POINT OF BEGINNING.

CONTAINS: 863,117 SQ. FT. OR 19.81 ACRES, MORE OR LESS

EXHIBIT B

Jordan Star Parcel Legal Description

BEGINNING AT A POINT BEING 888.64 FEET NORTH 89° 39'12" WEST ALONG THE SECTION LINE, AND 2769.23 FEET SOUTH 00° 20'48" WEST, AND NORTH 87° 22'04" EAST, 458.89 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE: NORTH 87° 22'04" EAST 350.00 FEET; THENCE SOUTH 46° 17'17" EAST 41.42 FEET; THENCE SOUTH 00° 03'22" WEST 208.71 FEET; THENCE SOUTH 06° 53'52" EAST 58.55 FEET; THENCE WEST 386.40 FEET; THENCE NORTH 279.39 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
Legal Descriptions of the Easement Areas

CROSS ACCESS A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; WEST JORDAN CITY, SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N89°39'12"W 888.64 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, AND S00°20'48"W 2769.23 FEET, AND N87°22'04"E 458.89 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2; AND RUNNING THENCE S00°00'00"W 279.38 FEET; THENCE S90°00'00"E 386.40 FEET; THENCE S06°53'52"E 15.11 FEET; THENCE N90°00'00"W 403.21 FEET; THENCE N00°00'00"E 293.70 FEET; THENCE N87°22'04"E 15.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,222 SQUARE FEET

CROSS ACCESS B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; WEST JORDAN CITY, SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N89°39'12"W 888.64 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, AND S00°20'48"W 2769.23 FEET, AND N87°22'04"E 458.89 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2; AND RUNNING THENCE N87°22'04"E 15.02 FEET; THENCE S00°00'00"E 265.07 FEET; THENCE N90°00'00"E 369.59 FEET; THENCE S06°53'52"E 15.11 FEET; THENCE N90°00'00"W 386.40 FEET; THENCE N00°00'00"E 279.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,754 SQUARE FEET

EXHIBIT D
Depictions of the Easement Areas



Request for Board Action_Recirpocal Access Agreement #221_Full

Final Audit Report

2020-05-08

Created:	2020-05-08
By:	Keenan Price (keenan.price@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdFCsjWtnzbzJplDFqOZH_5jkv5l8QcHu

"Request for Board Action_Recirpocal Access Agreement #221_Full" History

-  Document created by Keenan Price (keenan.price@westjordan.utah.gov)
2020-05-08 - 3:57:54 PM GMT- IP address: 207.225.200.66
-  Document emailed to Paul Coates (paul.coates@westjordan.utah.gov) for signature
2020-05-08 - 3:58:53 PM GMT
-  Email viewed by Paul Coates (paul.coates@westjordan.utah.gov)
2020-05-08 - 4:03:40 PM GMT- IP address: 73.63.115.73
-  Document e-signed by Paul Coates (paul.coates@westjordan.utah.gov)
Signature Date: 2020-05-08 - 4:03:58 PM GMT - Time Source: server- IP address: 73.63.115.73
-  Document emailed to Jared Tingey (jared.tingey@westjordan.utah.gov) for signature
2020-05-08 - 4:04:00 PM GMT
-  Email viewed by Jared Tingey (jared.tingey@westjordan.utah.gov)
2020-05-08 - 4:33:02 PM GMT- IP address: 174.208.17.125
-  Document e-signed by Jared Tingey (jared.tingey@westjordan.utah.gov)
Signature Date: 2020-05-08 - 4:33:29 PM GMT - Time Source: server- IP address: 174.208.17.125
-  Document emailed to Korban Lee (korban.lee@westjordan.utah.gov) for signature
2020-05-08 - 4:33:30 PM GMT
-  Email viewed by Korban Lee (korban.lee@westjordan.utah.gov)
2020-05-08 - 5:28:51 PM GMT- IP address: 207.225.200.66
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