WHEN RECORDED, MAIL TO: State of Utah, DFCM Real Estate 450 North State Street, Ste. 4110 Salt Lake City, Utah 84114

Parcel No. 07-27-100-003 County: Salt Lake

LICENSE AND EASEMENT AGREEMENT

THIS LICENSE AND EASEMENT AGREEMENT (this "Agreement") is entered into as of the <u>19</u> day of March, 2019, between G-Bar Ventures, LLC, a Utah Limited Liability company ("Grantor") and State of Utah, Division of Facilities Construction and Management ("Grantee"). Grantor and Grantee are sometimes referred to in this Agreement collectively as the "Parties", and individually as a "Party."

TERMS

1. <u>License and Easement.</u> Grantor hereby licenses and permits the Grantee for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to use the following described land situate in Salt Lake County, State of Utah (the "Land"), for the purpose of constructing thereon an irrigation canal (the "License"). Said Grantor further hereby grants and conveys Grantee, a non-exclusive right of way and easement over said land for the purpose of operating and maintaining such irrigation canal (the "Easement"). The land which is the subject of the LICENSE and EASEMENT is particularly described as follows:

Located in the northwest quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. More particularly described as follows:

Beginning at the Northwest Corner of said Section 27 and running thence, along the north line of said Section 27, South 89°52'20" East 33.37 feet; thence South 00°18'11" West 39.71 feet; thence North 53°52'21" West 41.13 feet to the west line of said Section 27; thence, along said west line, North 00°13'16" East 15.53 feet to the Point of Beginning.

Contains 921 Sq. Ft. or 0.021 Acres.

- 2. <u>Conditions.</u> The license and easement granted herein is subject to the condition that, to the fullest extent permitted by law, the Grantee shall indemnify and hold harmless Grantor, its heirs, and successors in interest against any and all liability caused by acts of the Grantee, its contractors, or agents, while exercising the rights of this Agreement. The surface right of way may be used now or in the future for access roads, parking lots, landscaping, agricultural crops, and/or livestock watering, as the case may be. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Land for the general public or for any public purpose whatever, it being the intent of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.
- 3. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah, without regard to conflict of law principles. In the event of a lawsuit arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including attorney fees, incurred in that lawsuit, including any appeals. This Agreement shall inure to the benefit of, and be binding on, each Party and the heirs, personal representatives, successors, and assigns of each Party. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each Party represents and warrants that it has all approvals and consents necessary for it to enter into this Agreement.

[Signature blocks appear on the next two pages]

94/2/2019 09:23 PM #U-00 860k - 10771 Pg - 9664-9666 NGSHELLE HOBBS RECORDER, 921 LAKE DOWLY, UTAH

PO BOX 141160
SACT LAKE CITY UT 84114-1160
BY: NIB. DEBITY - MA 7 B

IN WITNESS WHEREOF, said the Parties have caused this instrument to be executed by its proper officers thereunto duly authorized on the day above first written.

GRANTOR:

G-BAR VENTURES, LLC., a Utah Limited Liability Company

By: Beeky Gillmor Campbell

Its: Manager

STATE OF UTAH) ss. COUNTY OF SALT LAKE)

On the date first personally before above written appeared me, Becky Gillmor Campbell, by who, being me duly sworn, says that she the Manager of G-Bar Ventures, LLC, a limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of G-Bar Ventures, LLC, and said Becky Gillmor <u>Campbell</u> acknowledged to me that said corporation executed the same.

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

Wotary Public

GRANTEE:	
STATE OF UTAH	
Division of Facilities and Construction Ma	anagement
Ace Fairboun By: Le Fairbourn Its: Peal Estate Margons	-
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.)
	, who, being by me duly sworn, says that he is the
WITNESS my hand and official st	DOROTHY TAYLOR
APPROVED AS TO FORM:	Notary Public State of Utah My Commission Expires on.

/S/ Mike Kelley, Assistant Attorney General

MJK (03-15-19) ADVM (3-12-19)