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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DEPARTMENT OF NATURAL RESOURCE  
1594 W NORTH TEMPLE #3520  
PO BOX 145703  
SALT LAKE UT 84114  
BY: SSP, DEPUTY - WI 7 P.

## EASEMENT

**Easement No. 400 00246**

**Easement shall expire on January 31, 2042**, unless otherwise extended under Condition 23 of this Agreement.

THE STATE OF UTAH, by and through the **Division of Forestry, Fire & State Lands**, GRANTOR, hereby grants to **Taylorsville-Bennion Improvement District**, 1800 West 4700 South, Taylorsville, Utah 84118, **GRANTEE**, the right to install an 18-inch diameter pressurized culinary water distribution line under the Jordan River, and across sovereign lands adjacent to the Jordan River Parkway Trail at the location as provided in the following legal descriptions:

### LEGAL DESCRIPTION:

An easement for the construction and ongoing maintenance of a waterline, together with all appurtenances thereto, being 20 feet in width, 10 feet on each side of the following centerline of which is described as follows:

Beginning at a point which is 33.68 feet North 0°10'00" West, and 521.88 feet WEST from the Southwest corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian, to a point on the east bank of the Jordan River, and the beginning of an arc to the left, with a radius being 542.98 feet, said point being the POINT OF BEGINNING; running thence along the arc of said curve a distance of 86.65 feet (long chord equals South 25°29'45" West 86.56 feet) to a point on the west bank of the Jordan River, and the POINT OF ENDING.

Contains: 1,733 SQ. FT., or 0.040 acres

And

Beginning at a point which is 138.04 feet South 0°10'00" East, and 570.23 feet WEST from the Northeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence South 70°18'33" West 74.62 feet; thence South 02°55'14" East 125.86 feet; thence North 22°56'23" East 163.80 feet, to the point of beginning.

Contains: 4,496 SQ. FT., or 0.103 acres

### COUNTY:

Salt Lake County

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights. This easement is granted only for the purpose described herewithin as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah. Applicant

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proposes to install the water line using, 1) horizontal directional drill methods beneath the Jordan River which requires no surface disturbance except at the start and stop locations beyond the river banks, and 2) the open trench method across the other portion of sovereign lands next to the Jordan River Parkway Trail. This easement will be constructed in conjunction with Easements 400 00248 and 400 00249, all in the name of the GRANTEE.

1. **LIABILITY.** GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said easement structure, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said easement structure, so long as the easement shall remain in force and effect.
2. **REMOVAL OF STRUCTURES.** GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said facility and any other structures placed upon lands of the GRANTOR. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.
3. **COORDINATION WITH EXISTING LEASE HOLDERS.** GRANTEE shall contact all parties that hold existing leases with the GRANTOR within or adjoining the easement and cooperate with these parties so that impacts to existing lease holders are avoided or minimized to the fullest extent possible.
4. **BONDING REQUIREMENTS.** GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.
5. **IDEMNIFICATION.** GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.
6. **TERMINATION OF EASEMENT.** This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any condition of this easement, GRANTOR

shall notify the breaching party in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the GRANTOR to correct such breach. If the breaching party fails to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination.

7. **LITIGATION.** GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.
  
8. **ASSIGNMENT OF EASEMENT TO ANOTHER PARTY.** The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests. This paragraph does not obligate the GRANTOR to approve any agreement of assignment or sublease of this easement which approval may be withheld for any reason to protect the interest of the GRANTOR.
  
9. **FIRE PREVENTION.** GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, subleases, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.
  
10. **RECLAMATION.** GRANTEE shall surrender to GRANTOR said lands in a condition similar to the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.
  
11. **COMPLIANCE WITH OTHER APPLICABLE REGULATIONS.** GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall

neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement and shall refrain from nuisance or waste upon the premises.

12. **RIGHT OF ACCESS.** GRANTOR reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.
13. **EXCLUSIVITY.** It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible with the nature of use of this easement and meet all state and federal regulations for protection of culinary water distribution systems or to dispose of the property by sale or exchange.
14. **OIL AND GAS LEASING OF EASEMENT.** GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.
15. **SOIL DISTURBANCE.** GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.
16. **ARTIFACTS/CULTURAL RESOURCES.** It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 9-8-101 et seq. and 9-9-101 et seq. Utah Code Annotated (1953) as amended.
17. **TITLE.** GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.
18. **INSPECTION.** GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the stipulations of this easement.
19. **REGULATORY AUTHORIZATION.** This EASEMENT is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies

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of the State of Utah presently in effect and to such laws and rules as may be hereafter amended or promulgated by the State.

20. **NOTICE.** Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

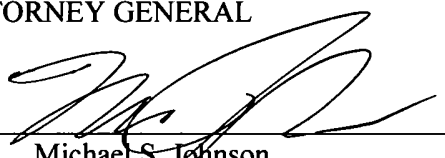
**Taylorsville-Bennion Improvement District**  
1800 West 4700 South  
Taylorsville, Utah 84118

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

21. **INTERPRETATION OF EASEMENT.** This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.
22. **PUBLIC TRUST.** This EASEMENT is subject to the public trust obligations of the GRANTOR to manage the sovereign lands. GRANTOR may relocate this EASEMENT at its expense if necessary to accommodate the proper use or protection of the sovereign lands.
23. **RENEWAL.** GRANTEE may submit an application for renewal during the final year of the easement term. GRANTOR may approve renewal on the same easement terms, negotiate new easement terms, or deny renewal.
24. **IN WITNESS WHEREOF,** the parties have subscribed their names the day and year noted at signature.

APPROVED AS TO FORM:  
SEAN D. REYES  
ATTORNEY GENERAL

BY: \_\_\_\_\_

  
Michael S. Johnson  
Fredric J. Donaldson  
Assistant Attorney General

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1800 West 4700 South  
Taylorsville, Utah 84129

By *Keith J. Lord*  
Keith J. Lord

STATE OF UTAH            )  
COUNTY OF SALT LAKE )

On the 4 day of June, 2014 personally appeared before me Keith J. Lord, who being sworn did say that he is the General Manager of the Taylorsville-Bennion Improvement District and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Keith J. Lord acknowledged to me that said corporation executed the same.

Given under my hand and seal this 4 day of June, 2014.

*Lance R. Fisher*  
NOTARY PUBLIC, residing at: SL County UT  
My Commission Expires: May 7, 2018



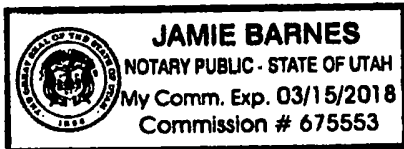
THE STATE OF UTAH, acting by and through the  
DIVISION OF FORESTRY, FIRE & STATE LANDS

By Brian L. Cottam  
Brian L. Cottam, Director  
Division of Forestry, Fire & State Lands- Grantor

STATE OF UTAH)  
COUNTY OF SALT LAKE)

On the 18 day of June, 2014, personally appeared before me Brian L. Cottam, who being by me duly sworn did say that he is the Director of the DIVISION OF FORESTRY, FIRE & STATE LANDS of the State of Utah and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 18 day of June, 2014.



Jamie Barnes  
NOTARY PUBLIC, residing at: ONE UTAH  
My Commission Expires: 3-15-2018