

E A S E M E N T

Easement No. 400 00227
Fund: Sovereign

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Book - 10394 Pg - 7221-7227
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH DIVISION OF FORESTRY
BY: LTP, DEPUTY - WI 7 P.

THE STATE OF UTAH, by and through the **Division of Forestry, Fire & State Lands**, GRANTOR, hereby grants to **East Jordan Irrigation Company (EJIC)** 29 Northridge Way, Sandy, Utah, 84092, GRANTEE, the right to construct, operate, repair, replace and maintain one spillway facility on the east bank of the Jordan River. This facility enters the Jordan River as part of an emergency spillway for the East Jordan Canal.

LEGAL DESCRIPTION:

Township 4 South, Range 1 West, Section 15 Salt Lake Base and Meridian

AN EASEMENT IN LOT 8 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN. BEING 17.5 FEET EACH SIDE OF THE CENTER LINE, SAID CENTERLINE BEING AN EXTENTION OF A 48IN PIPE, BEGINNING AT THE WEST END OF THE PIPE AND EXTENDING 24 FEET PAST, THE CENTER LINE, ALONG THE EASTERN BANK OF THE JORDAN RIVER, BEING MORE PARTICULARLY DESCRIBED BELOW.

BEGINNNING NORTH 0°21'54" EAST 1263.15 FEET ALONG SECTION LINE AND WEST932.40 FEET FROM THE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT BEING THE WEST END OF A 48IN PIPE, LOCATED ON THE EASTERN BANK OF THE JORDAN RIVER, RUNNING THENCE SOUTH 89° 43' 35" WEST 24 FEET ALONG THE SAME BEARING OF SAID PIPE TO THE POINT OF TERMINATION SAID POINT BEING THE JORDAN RIVER. CONTAINING 840 SQ.FT. MORE OR LESS.

UTM coordinates are E 420928, N 4480077, Zone 12 in Utah.

COUNTY: Salt Lake

FUND: Sovereign

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 above 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.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said spillway facility, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, repair, replacement and maintenance of said spillway facility, so long as the easement shall remain in force and effect.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said facility. 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. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. 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. 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, subleases, assignees or invitees.

6. 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 conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) 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 breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. 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. 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. 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. 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. 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. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

13. 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 or to dispose of the property by sale or exchange.

14. 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. 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. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

17. 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.

18. 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.

19. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

20. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

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21. 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:

East Jordan Irrigation Company
29 Northridge Way
Sandy, Utah 84092

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

22. 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.


23. 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.

24. GRANTEE may submit an application for renewal, prior to the expiration date of any easement heretofore or hereafter granted for a limited time, along with payment consideration as may then be required.

IN WITNESS WHEREOF, the State of Utah, by and through the Division of Forestry, Fire & State Lands has caused these presents to be executed this ____ day of _____, 2010, by the Director.

This easement will expire on July 31, 2040.

APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

BY: 
Fredric J. Donaldson
Assistant Attorney General

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GRANTOR: STATE OF UTAH
Div. of Forestry, Fire & State Lands
1594 West North Temple, Suite 3520
Box 145703
Salt Lake City, Utah 84114-5703

By *Richard J. Buehler*
RICHARD J. BUEHLER, DIRECTOR

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

On the 5th day of October, 2010, Richard J. Buehler
personally appeared before me _____, who being by me duly sworn did say
that he is the Director of the Division of Forestry, Fire and State Lands, and
acknowledged to me that he executed the same on behalf of the Division.

Given under my hand and seal this 5th day of October, 2010.

Teri J. Akiyama

My Commission Expires

October 01, 2013

Notary Public, residing at:

Salt Lake County

