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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Jan 17 1:14 pm FEE 0.00 BY MA  
RECORDED FOR FORESTRY, FIRE AND STATE LA

## EASEMENT

Easement No. 400-00594

Easement shall expire 30 years from the date of execution, unless otherwise extended under Condition 26 of this Agreement.

THE STATE OF UTAH, by and through the **Division of Forestry, Fire and State Lands**, GRANTOR, hereby grant to **City of Lehi 153 N 100 E, Lehi, Utah-84043**, GRANTEE, an Easement for the right to install, maintain and operate a sewer line in conjunction with pedestrian bridge across the Jordan River, which is identified as sovereign lands in the State of Utah. The location of the Easement is provided in the following legal description:

### LEGAL DESCRIPTION:

The Easement is located on the Jordan River at the following locations;

A portion of the Southwest Quarter of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°52'38"E along the section line 1866.11 feet and North 941.67 feet from the Southwest Corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N41°33'00"W 307.15 feet to a point located N54°44'05"E 2036.02 feet from the Southwest corner of Section 12.

~~See Exhibit A - Site Map.~~

COUNTY: Utah County

**EASEMENT:** GRANTOR grants GRANTEE a non-exclusive utility Easement 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 herewith 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. The Easement is subject to the following restrictions and requirements. The Easement provides the GRANTEE permission to install, maintain and operate a sewer outfall line in conjunction with pedestrian bridge across the Jordan River. The sewer trunk line will consist of a 30 inch steel casing and an 18 inch carrier pipe which will be partially hidden by the bridge structure. The bridge is currently being permitted by the Division. No other structures or disturbance is permitted on the bed or banks of the Jordan River under this Easement.

GRANTEE shall obtain any and all other necessary permits and approval from adjacent landowners prior to any construction.

1. **LIABILITY.** GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said fiber optic cable, 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 other structures placed upon sovereign lands by 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. **INDEMNIFICATION.** 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 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 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:

**City of Lehi**  
**153 N 100 E**  
**Lehi, UT 84043**

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. **GOOD FAITH NEGOTIATIONS:**

- a. In the event of any dispute, claim, question, or disagreement arising from or relating to this Easement or the GRANTOR's and/or GRANTEE's performance or breach, then they shall use their best reasonable efforts to settle the dispute, claim, question, or disagreement within thirty (30) days of receipt of notice of such dispute. To this end, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. The notice of dispute shall be delivered within ten (10) days of the date on which the GRANTOR and/or GRANTEE knew or should have known of the facts underlying the dispute, claim, question or disagreement or the claim shall be barred.
- b. Although the GRANTOR and GRANTEE intend to negotiate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to negotiate in good faith. The parties further agree that neither the GRANTOR nor GRANTEE can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to negotiate in good faith.


23. **MEDIATION:**

- a. If the GRANTOR and/or GRANTEE are unable to resolve the dispute, claim, question, or disagreement through good faith negotiations within thirty (30) days then either party may submit the matter to mediation by providing the other party with

notice of intent to mediate. The notice of intent to mediate must be delivered to the other party within ten (10) days of the completion of good faith negotiations.

- b. The mediation shall be conducted in accordance with Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (except for the rules requiring American Arbitration Association administration). The GRANTOR and GRANTEE shall bear equally the costs of the mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from American Arbitration Association, if they are unable to agree upon a mediator within three (3) business days of receipt of the notice of intent to mediate.
  - c. The GRANTOR and GRANTEE agree to participate in good faith in the mediation and related negotiations for a period of thirty (30) days or such additional time as they may mutually agree.
  - d. Although the GRANTOR and GRANTEE intend to mediate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to mediate in good faith. The GRANTOR and GRANTEE further agree that no party can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to mediate in good faith.
  - e. The GRANTOR and GRANTEE may, but are not required to, retain the American Arbitration Association to administer the mediation proceedings.
24. **COURT PROCEEDINGS.** Completion of, or a good faith effort to complete good faith negotiations and mediation under Paragraphs 22 & 23 is a condition precedent to GRANTOR's and GRANTEE's right to initiate court proceedings involving the Easement, except for an action to enforce the obligation to negotiate or mediate.
25. **PUBLIC TRUST.** This Easement is subject to the public trust obligations of the GRANTOR to manage the sovereign lands and trails. GRANTOR may relocate this Easement at its expense if necessary to accommodate the proper use or protection of the sovereign lands.
26. **RENEWAL.** GRANTEE may submit an application for renewal at least three (3) months prior to the expiration date of this Easement. GRANTOR may approve renewal on the same Easement terms, negotiate new Easement terms, or deny renewal.

APPROVED AS TO FORM  
UTAH ATTORNEY GENERAL  
SEAN D. REYES

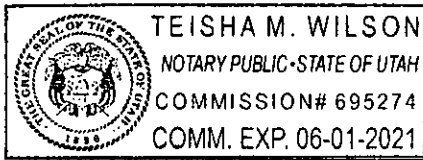
BY:   
Fredric J. Donaldson  
Assistant Attorney General

By: [Signature]  
Name MARK JOHNSON  
City of Lehi  
GRANTEE

STATE OF UTAH  
COUNTY OF (Utah)

On the 7 day of January, 2018 before me personally appeared Mark Johnson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this document and acknowledged to me he executed the same as the Mayor of the City of Lehi and on behalf of said corporation.

Witness my hand and Seal this 7 day of January, 2018.



[Signature]  
NOTARY PUBLIC, residing at: Lehi  
My Commission Expires: 06-01-21



IN WITNESS WHEREOF, the parties have subscribed their names the day and year noted at signature.

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 UTAH

On the 14 day of January, 2019, 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, and acknowledged that he executed the same on behalf of the Division.

Witness my hand and seal this 14 day of January, 2019.

Jamie Barnes  
NOTARY PUBLIC, residing at: Casht  
My Commission Expires: 2-21-2022

