

P-7

When Recorded Mail To:  
State of Utah Trust Lands Administration  
Attn: Andrea James, P & D  
675 East 500 South, Suite 500  
Salt Lake City, UT 84102-2818

**DOC # 20080036136**

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Russell Shirts Washington County Recorder  
09/15/2008 02:52:52 PM Fee \$ 22.00  
By SITLA



**E A S E M E N T**

Tax Serial #H-PL

**Easement No. 1278**  
**Fund: Miner's Hospital**

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 15<sup>th</sup> day of September 2008 (the "**Effective Date**"), by and between the STATE OF UTAH, by and through the School and Institutional Trust Lands Administration ("**Grantor**"), 675 E. 500 S., Suite #500, Salt Lake City, Utah 84102, and Suncor Utah, Inc., a Utah corporation, 2250 Coral Canyon Blvd., Washington, Utah 84780 ("**Grantee**"), its successor and assigns.

**RECITALS**

- A. Grantee has requested an easement from Grantor across a portion of certain state trust lands for construction of and use as a billboard sign easement.
- B. Grantor desires to grant such an easement to Grantee, pursuant to those terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those terms and conditions described herein, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement in that location more particularly described in Exhibit "A" to this Agreement (the "**Easement Lands**"), which easement shall be for the right to ingress, and egress and construct, use, maintain, operate, repair, and access, improvements known as a SIGN EASEMENT (the "**Facilities**"), over, under, across, and through the Easement Lands. The parties acknowledge that this easement is granted pursuant to that certain Development Agreement No. 610, dated June 30, 1999, between the Grantor and the Grantee, as amended (the "Master Lease"). Therefore in consideration of the granting of this easement, Grantee has paid Grantor a one-time fee in the amount of Ten Dollars (\$10.00) and other good and valuable consideration.

The GRANTEE, as a condition to the granting of the easements, shall restore or replace, in kind, at the GRANTEE's discretion and the GRANTEE's expense; fences, sidewalks, landscaping, underground pipes, And other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal of the FACILITIES.

2. **Term.** The term of the easement shall begin on the Effective Date and shall expire upon the expiration of the Master Lease.

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3. **Construction of Improvements; Costs and Expenses.** All construction of the Improvements shall be in a first class workmanlike manner and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto. Grantee shall pay or cause to be paid all costs and expenses in connection with the construction, operation, repair, replacement, and maintenance of the Facilities, 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 Facilities.

4. **Assignment of Agreement.** This Agreement and the rights granted under the Agreement may be not assigned by Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of Grantee under this Agreement shall be ineffective as to 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 operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder without Grantor's express written release thereof and the succeeding party assumes in writing all of the obligations of Grantee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as Grantor deems necessary.

5. **Relocation of Improvements.** Grantor reserves the right to relocate or modify the location of the Improvements, in whole or in part, as may be necessary to accommodate construction issues that may arise during development of trust lands in the vicinity of the Easement Lands. Such relocation shall be at Grantor's cost.

6. **Compliance with Existing Laws, No Waste, Pollution Prevention.** Grantee, in exercising the privileges granted by the Agreement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the Easement Lands. Grantee shall neither commit any waste on the Easement Lands nor to its knowledge permit any waste on such 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 Agreement. Grantee shall comply with applicable industry standards and practices in constructing, operating and maintaining the Improvements.

7. **Treasure-trove and Articles of Antiquity.** It is hereby understood and agreed that all treasure-trove, all articles of antiquity and critical paleontological resources in or upon the Easement Lands are and shall remain the property of Grantor. Grantee agrees that all costs associated with archaeological and paleontological investigations on the Easement Lands that may be required by Grantor will be borne by Grantee. If Grantor requires such investigations to be conducted, Grantee shall have the option to terminate this Agreement and Grantee would henceforth have no obligation to pay for such investigations. Grantee's Termination of this Agreement due to those reasons set forth herein would not result in the refund of any funds paid for the easement. Grantee further agrees to cease all activity on the Easement Lands and immediately notify Grantor if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Easement Lands, and continue to cease all construction or maintenance therein until such time as

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the human remains, "site" or "specimen" in question has been treated to the satisfaction of Grantor.

8. **Non-Exclusive Right.** The right granted herein is non-exclusive and Grantor reserves the right to issue other non-exclusive licenses, easements, leases, or permits on or across the Easement Lands where such uses are appropriate and compatible with the Master Lease and the unimpeded operation and maintenance of the Improvements, or to dispose of the property by sale or exchange subject to this Agreement and the Master Lease.

9. **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, to the address heretofore set forth. Grantee represents that it has notified holders of state issued interests in the area surrounding the Easement, as set forth in **Exhibit "B"** attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the location and construction of this Easement will not unreasonably interfere with or cause damage to such other existing users.

10. **Utah Law Applies, Successors and Assigns.** This Agreement 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 each party.

11. **No Warranty of Title.** Grantor claims title in fee simple, but does not warrant to Grantee the validity of title to the Easement Lands. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

12. **Right to Inspect.** Grantor reserves the right to inspect the Easement Lands at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice, re-enter and terminate this Agreement.

13. **Termination.** This Agreement may be terminated by Grantor upon breach of any conditions hereof. If Grantor determines that Grantee, its assigns or successors in interest have breached any conditions of this Agreement, 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 Grantor to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, Grantor may terminate this Agreement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

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IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed by the Director.

GRANTOR: STATE OF UTAH  
School and Institutional  
Trust Lands Administration  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818

By:   
\_\_\_\_\_  
KEVIN S. CARTER, DIRECTOR

GRANTEE: SUNCOR UTAH, INC.,  
a Utah corporation  
2250 Coral Canyon Blvd., Suite 200  
Washington, Utah 84780

  
\_\_\_\_\_

APPROVED AS TO FORM  
MARK SHURTLEFF  
ATTORNEY GENERAL

BY:   
\_\_\_\_\_  
Special Assistant Attorney General

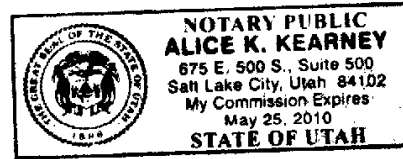
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STATE OF UTAH )  
 ) §  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of September 2008, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires: 5/25/2010  
~~August 20, 2010~~

Alice Kearney  
Notary Public, residing at: \_\_\_\_\_

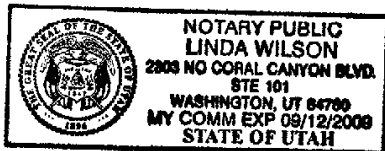


STATE OF UTAH )  
 ) §  
COUNTY OF WASHINGTON )

On the 15<sup>th</sup> day of September 2008, personally appeared before me Michael Gardner, who being sworn did say that he is the President of SunCor Utah, Inc., and authorized to execute the above instrument.

My commission expires:

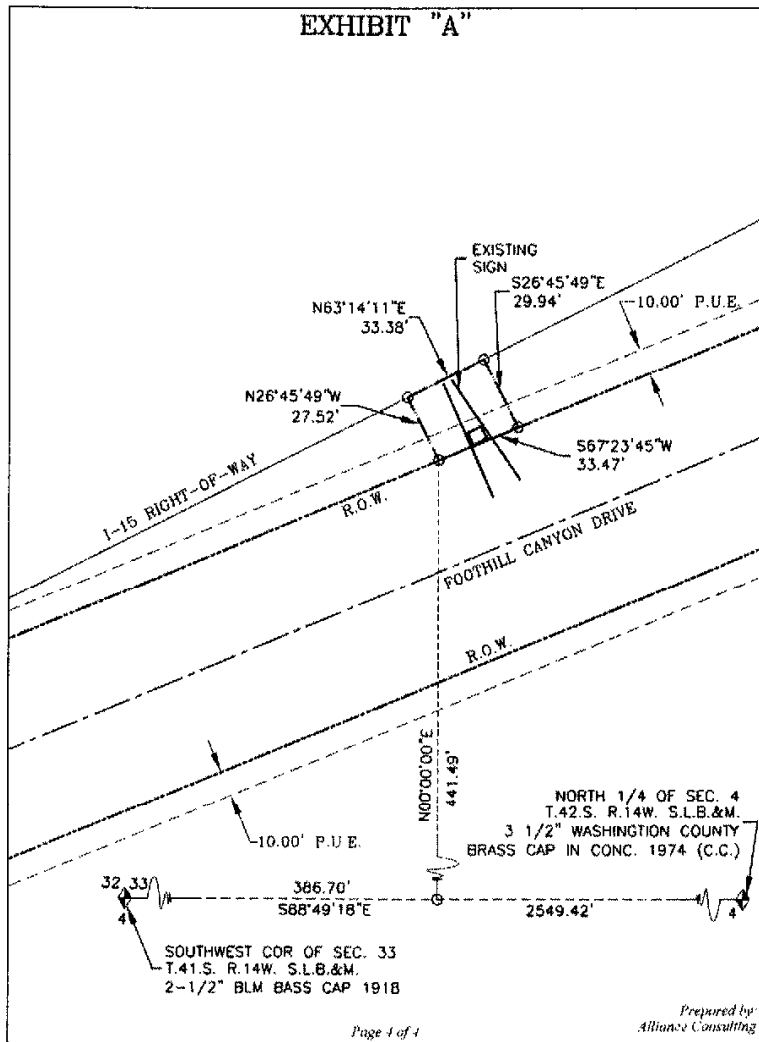
Linda Wilson  
Notary Public, residing at: \_\_\_\_\_



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**Exhibit "A"**  
**Legal Description**

Beginning at a point which is South 88°49'18"East 386.70 feet along the South section line and North 00°00'00"East 441.49 feet from the Southwest corner of Section 33, Township 41 South, Range 14 West, Salt Lake Base and Meridian said point also being the Northerly Right-of-Way of Foothill Canyon Drive and running thence North 26°45'49"West 27.52 feet to a point on the Southerly Right-of-Way of Interstate 15; thence along said Southerly Right-of-Way North 63°14'11"East 33.38 feet; thence leaving said Southerly Right-of-Way South 26°45'49"East 29.94 feet to a point on said Northerly Right-of-Way of Foothill Canyon Drive; thence along said Northerly Right-of-Way South 67°23'45"West 33.47 feet to the point of beginning.



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**Exhibit "B"**  
**Holders of State Issued Interests in the area surrounding the Easement**

MP 286

Coral Canyon  
2303 N Coral Canyon Blvd.,  
Suite 200  
Washington, UT 84780  
(435) 634-9455

Sand & Gravel