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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 12 P.

WHEN RECORDED, MAIL TO:

Nile Eatmon
STOEL RIVES LLP
201 S. Main Street, Suite 1100
Salt Lake City, Utah 84111

With a copy to:

State of Utah, DFCM
Attn: Lee Fairbourn
450 N. State Street, Ste. 4110
Salt Lake City, UT 84114

DECLARATION AND GRANT OF TEMPORARY ACCESS EASEMENT

(State of Utah / Morehouse Haul Road)

This Declaration and Grant of Temporary Access Easement (this "*Declaration and Grant*") is made and entered into as of the ___ day of November, 2016, between RICHARD M. MOREHOUSE, an individual, having a mailing address at 1332 Eagle Drive, Windsor, California 95492, and LYNN D. MOREHOUSE, an individual, having a mailing address at 3336 North Texas Street, Suite J#115, Fairfield, California 94553, each having an undivided fifty percent (50%) interest as their sole and separate property (together as "*Morehouse*"), and STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a division of the Department of Administrative Services, having an address of State Office Building, Suite 4110, Salt Lake City, Utah 84114 (the "*State*").

WHEREAS, Morehouse is the owner of certain real property located in Salt Lake County, State of Utah, more particularly described in attached Exhibit "A" (the "*Morehouse Property*"); and

WHEREAS, the State desires to be conveyed an easement for temporary access over and across a portion of the Morehouse Property as more particularly described and depicted in attached Exhibit "B" (the "*Access Easement Property*"), for the purpose of facilitating the State's (i) ingress and egress to certain real property owned by the State located near and/or adjacent to the Morehouse Property as more particularly described on Exhibit "C" attached hereto and incorporated herein (the "*State Property*"); and (ii) hauling and transporting construction materials, including fill material, and equipment to the State Property for the construction of certain correctional facility improvements on the State Property (the "*Project*"); and

WHEREAS, subject to the terms and conditions of this Declaration and Grant, Morehouse is willing to convey to the State a temporary, nonexclusive access easement solely for purposes of such access and use (the "*Permitted Use*"), and for no other purposes whatsoever (the "*Temporary Access Easement*"); and

NOW, THEREFORE, in consideration of the terms and conditions of this Declaration and Grant, Morehouse and the State hereby agree as follows:

1. Grant of Temporary Access Easement; Disclaimer of Interest. Morehouse hereby grants to the State the Temporary Access Easement over and across the Access Easement Property solely for the Permitted Use and for no other purpose whatsoever except as specified in this Declaration and Grant, the State shall have no other right, title or interest in or to the Morehouse Property and,

further, no right to use any part of the Morehouse Property other than the Temporary Access Easement.

2. Terms and Conditions of Temporary Access Easement. Morehouse and the State acknowledge and agree that:
 - a. The State shall have the right to construct surface improvements on the Access Easement Property as may be reasonably necessary.
 - b. Throughout the term of the Temporary Access Easement the State shall install such fencing along and within the boundaries of the Access Easement Property as may be reasonably necessary for the safety of persons and property located on the Morehouse Property, including livestock, and unless otherwise directed by Morehouse, shall remove such fencing upon the completion of the Project. The State's use of the Temporary Access Easement shall be limited, in any event, to the Permitted Use.
 - c. This Declaration and Grant and the Temporary Access Easement shall terminate, and be of no further force and effect on the earlier to occur of November 1, 2021 or, the date that the Project shall be completed, written notice of which shall be promptly provided to Morehouse (the "**Termination Date**"). Upon the request of Morehouse, the State shall execute and deliver such instruments, suitable for recording, as may be requested to confirm such termination, but the failure to deliver any such termination documentation shall not affect or delay the termination of the Temporary Access Easement according to the terms and conditions hereof.
 - d. The State shall not permit Hazardous Material to be left, disposed on or contaminate the Morehouse Property or, further, create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Morehouse Property. For purposes hereof, "**Environmental Condition**" means (i) contamination or pollution of soil, air, surface or groundwater, (ii) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (iii) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (iv) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (v) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (vi) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Applicable Law**" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution. For the purposes of this paragraph, the Morehouse Property does not include the property being acquired or purchased by the State.
 - e. The Temporary Access Easement is a nonexclusive easement. However, Morehouse shall not use the Temporary Access Easement in a manner that interferes with the State's use of the easement. Without advance written approval from the State of Utah, which approval shall not be unreasonably withheld, Morehouse or any third party shall not construct any temporary or permanent structure or improvement within the Access Easement Property.
 - f. If, in connection with the use, occupation and enjoyment of the Temporary Access Easement hereby granted, any landscape, hardscape, street, road, sidewalk or other

improvements of Morehouse are damaged or destroyed by State, then, within a reasonable time as may be required by the circumstances (not to exceed sixty (60) days in any case), State shall repair or replace any and all such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction.

- g. The State shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Morehouse's Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by State.
 - h. Except as otherwise provided in this Declaration and Grant or in exigent circumstances, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Morehouse's Property, shall be constructed or erected by State, without Morehouse's advance written consent, which consent shall not be unreasonably withheld.
 - i. The State will use the Temporary Access Easement in a manner consistent with responsible haul road construction management and applicable law. Within a one hundred twenty (120) day period following the Termination Date, the State will remove from the Temporary Access Easement any and all trash and debris brought upon the Temporary Access Easement by State, its employees, contractors, subcontractors, agents or representatives present upon the Temporary Access Easement, and shall surrender the Access Easement Property to Morehouse in accordance with this Declaration and Grant.
 - j. The State shall indemnify, defend and hold Morehouse harmless from and against any and all claims, liabilities, damages, injuries, suits, losses, costs and expenses, including without limitation attorneys' fees and litigation costs, arising from the State's, and its employees', contractors', agents' or representatives', entry upon the Access Easement Property and the exercise of the rights granted under this Declaration and Grant or the State's breach of any of the terms and conditions of this Declaration and Grant, except as and to the extent arising by or through Morehouse.
3. Notices. All notices and other communications provided for in this Declaration and Grant shall be in writing and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or other nationally recognized overnight carrier, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Morehouse: Richard Morehouse
1332 Eagle Drive
Windsor, California 95492

Lynn Morehouse
3336 North Texas Street,
Suite J#115
Fairfield, California 94553

with a copy to: Stoel Rives LLP
Attn: Mr. Nile Eatmon
201 S. Main Street, Suite 1100
Salt Lake City, Utah 84111

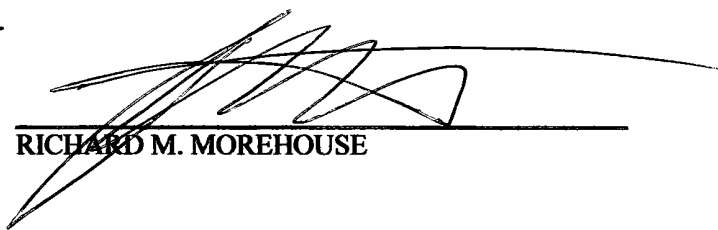
To State: State of Utah Department of Construction
Facilities and Management
Attn: Lee Fairbourn
State Office Building, Suite 4110
Salt Lake City, Utah 84114

If personally delivered, notices and other communications under this Declaration and Grant shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail or by courier in the form specified in this section, notices and other communications under this Declaration and Grant shall be deemed to have been given and received and shall be effective upon receipt or upon refusal of the addressee to accept such notice.

4. **No Assignment.** None of the parties to this Declaration and Grant shall have the right to assign or transfer this Declaration and Grant or the rights or interests of such party hereunder without the prior written consent of the other parties hereto in each instance, which consent may not be unreasonably withheld by the other parties in their sole and absolute discretion.
5. **Entire Agreement.** This Easement Agreement, including the exhibits attached hereto, constitute the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Declaration and Grant and shall be of no further force or effect. This Declaration and Grant may not be amended or modified except in writing executed by both of the parties hereto.
6. **Miscellaneous.** The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other party. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. Further, the recitals set forth above, together with the exhibit attached hereto, are incorporated in and made an integral part of this Declaration and Grant by this reference. Except as provided in this Declaration and Grant, nothing in this Declaration and Grant shall be deemed or considered to be a dedication of all or any part of the Morehouse Property or the Remaining Morehouse Property for the general public or for any other public purpose whatsoever.
7. **Governing Law; Related Provisions.** This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. The liabilities and indemnities of this Declaration and Grant shall survive the Termination Date of this Declaration and Grant.

[Signatures and notary blocks to immediately follow]

Dated as of the day and year first written above.


RICHARD M. MOREHOUSE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

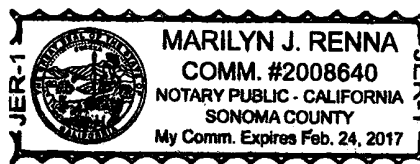
STATE OF CALIFORNIA)
 :ss
COUNTY OF SONOMA)

On Nov. 2, 2016 before me, Marilyn J. Renna ^{NOTARY} ~~Public~~, personally appeared RICHARD M. MOREHOUSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marilyn J. Renna (Seal)




LYNN D. MOREHOUSE

ACKNOWLEDGMENT

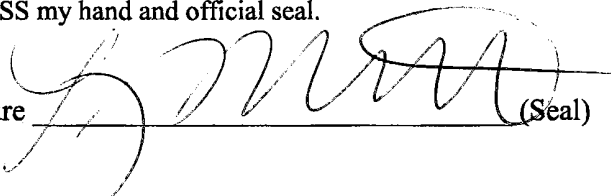
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 :ss
COUNTY OF SOLANO)

On Nov 2, 2016 before me, L. SHUTT, Notary Public, personally appeared LYNN D. MOREHOUSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



STATE OF UTAH, DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT, a Division
of the Department of Administrative Services

By: [Signature]
Print Name: Lee Fairborn
Its: Real Estate Manager

STATE OF UTAH)

COUNTY OF Salt Lake)

: ss.

On this 3rd day of November 2016 before me Anna Irons a notary public, personally appeared Lee Fairborn, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

[Signature]

Notary Public

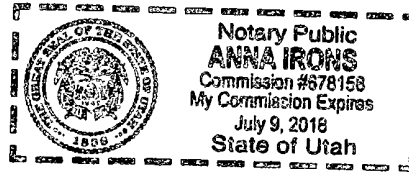


Exhibit "A"

(Description of the Morehouse Property)

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

The East Half and the East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 20, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE TRACT, PREVIOUSLY CONVEYED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 12172387, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED WITHIN SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, SAID PARCEL OCCUPYING THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 20, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°18'17" WEST 1318.39 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE SOUTH 89°57'26" EAST 2637.49 FEET TO THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°17'56" WEST 1255.25 FEET ALONG SAID EAST LINE TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF AN EXISTING RIGHT OF WAY AND EASEMENT, ENTRY NUMBER 6493703, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 48°39'49" WEST 194.01 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE SOUTH 45°30'01" WEST 3260.29 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, SAID COURSE PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE 390.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°41'45" (CHORD BEARS SOUTH 67°50'54" WEST 380.23 FEET); THENCE NORTH 89°48'14" WEST 1147.77 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTH FROM SAID EXISTING EASEMENT, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00°18'47" EAST 2493.47 FEET ALONG SAID LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 45°12'57" EAST 1868.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,867,010 S.F. / 249.47 AC +/-

APN: 07-20-200-003-0000

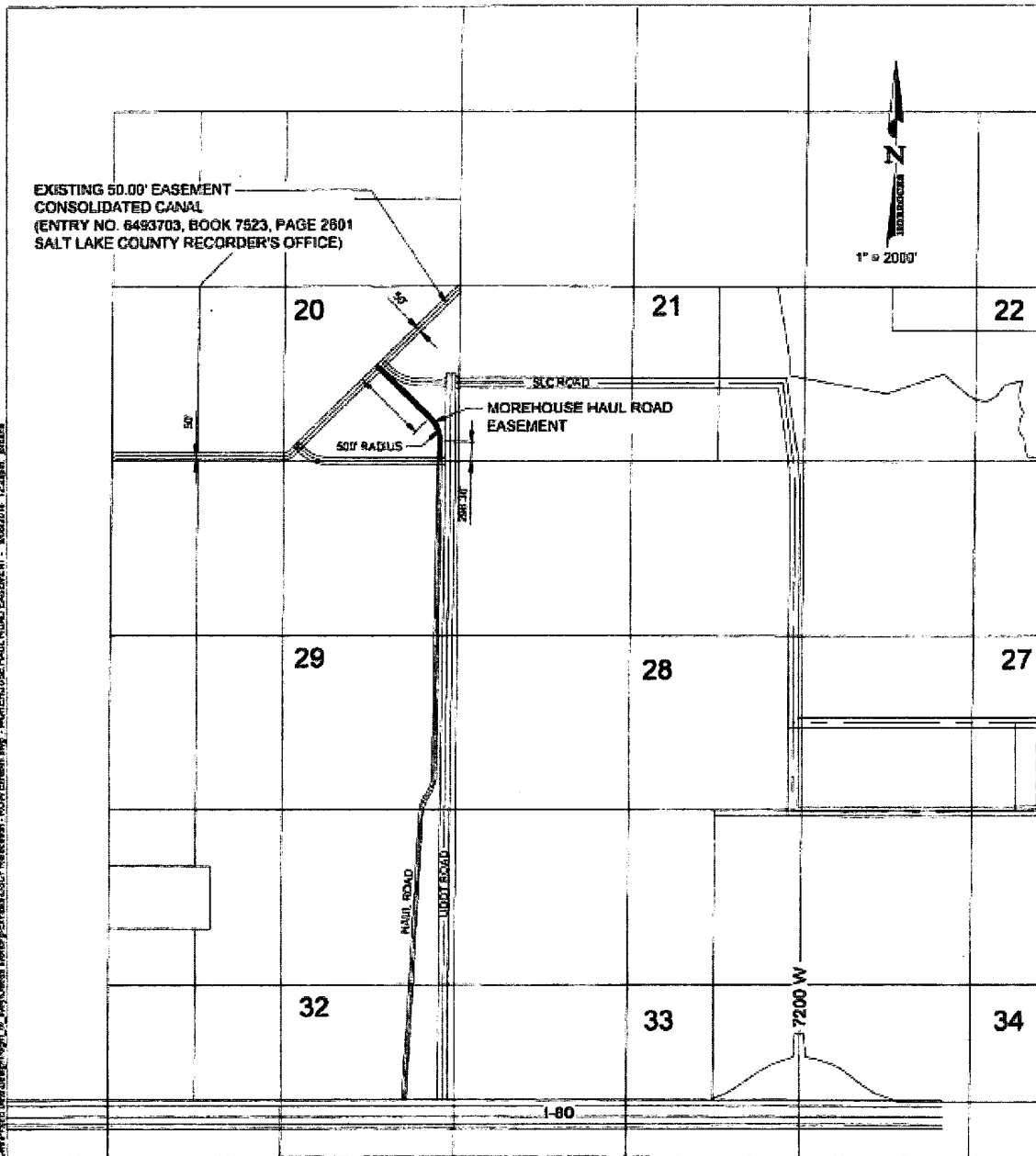
Exhibit "B"

(Description and Depiction of the Access Easement Property)

A temporary construction easement upon part of an entire tract for a haul road, situate in the E1/2 SE1/4 of Section 20, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, included within a strip of land 60.00 feet wide, 30.00 feet each side of the following described center line.

Beginning at a point in the southerly boundary line of said entire tract and south section line of said 20, which point is 292.92 feet N.89°45'32"W. along the section line from the southeast corner of said Section 20; and running thence N.00°46'38"E. 296.36 feet to the point of tangency of a curve to the left with a radius of 500.00 feet; thence northerly along said curve with an arc length of 402.96 feet, chord bears N.22°18'37"W. 392.14 feet; thence N.45°23'53"W. 1155.82 feet to the point of terminus (at a point 1260.72 feet N.89°45'32"W. along said section line and 1466.64 feet NORTH from the northeast corner of said Section 29).

The sideline boundaries of said strip are to be shortened or extended so as to begin on said southerly boundary line and south section line and end on said northerly right of way line. The above described strip of land contains 111,308 in area or 2.555 acres.



TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE
AND MERIDIAN, IN SALT LAKE COUNTY, UTAH

HORROCKS
ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-9100

MOREHOUSE HAUL ROAD EASEMENT
LEGAL DESCRIPTION EXHIBIT

Exhibit "C"

(Description of State Property)

A PARCEL OF LAND, BEING A PART OF AN ENTIRE TRACT, PREVIOUSLY CONVEYED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 12172387, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED WITHIN SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, SAID PARCEL OCCUPYING THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 20, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH $00^{\circ}18'17''$ WEST 1318.39 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}57'26''$ EAST 2637.49 FEET TO THE EAST LINE OF SAID SECTION 20; THENCE SOUTH $00^{\circ}17'56''$ WEST 1255.25 FEET ALONG SAID EAST LINE TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF AN EXISTING RIGHT OF WAY AND EASEMENT, ENTRY NUMBER 6493703, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH $48^{\circ}39'49''$ WEST 194.01 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE SOUTH $45^{\circ}30'01''$ WEST 3260.29 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, SAID COURSE PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE 390.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF $44^{\circ}41'45''$ (CHORD BEARS SOUTH $67^{\circ}50'54''$ WEST 380.23 FEET); THENCE NORTH $89^{\circ}48'14''$ WEST 1147.77 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTH FROM SAID EXISTING EASEMENT, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH $00^{\circ}18'47''$ EAST 2493.47 FEET ALONG SAID LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH $45^{\circ}12'57''$ EAST 1868.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,867,010 S.F. / 249.47 AC +/-

TOGETHER WITH:

A PORTION OF A PARCEL OF LAND, PREVIOUSLY CONVEYED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 9463385, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°18'17" WEST 1318.39 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, THENCE SOUTH 45°12'57" WEST 1868.86 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE SOUTH 00°18'47" WEST 2493.47 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF AN EXISTING RIGHT OF WAY AND EASEMENT, ENTRY NUMBER 6493703, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 89°48'14" WEST 1281.63 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTH FROM SAID EXISTING EASEMENT; THENCE NORTH 89°48'14" WEST 38.23 FEET TO A POINT ON THE WEST LINE OF SECTION 20; THENCE NORTH 00°17'58" EAST 2491.37 FEET ALONG SAID WEST LINE TO THE WEST QUARTER CORNER OF SAID SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT; THENCE SOUTH 89°53'42" EAST 1320.46 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 3,290,366 S.F. / 75.54 AC +/-