

SOVEREIGN LANDS GENERAL PERMIT NO. SLGP 720 00015

7592401

The STATE OF UTAH, acting by and through the DIVISION OF FORESTRY, FIRE & STATE LANDS (DIVISION), hereby issues to Salt Lake County Real Estate Section, (PERMITTEE), 2001 South State Street, No. N4500, Salt Lake City, Utah 84190-3100, a Sovereign Lands General Permit on the following described tract of sovereign land within the bed of the Jordan River in Salt Lake County, to wit:

TOWNSHIP 4 SOUTH, RANGE 1 WEST, SLB&M
SECTION 2: within SW 1/4
SECTION 3: within SW 1/4
SECTION 11: within NW 1/4

(SEE ATTACHED DRAWINGS FOR DETAILED LOCATION)

TO HAVE AND TO HOLD for a term of 30 years, beginning as of June 15, 1999, subject to any and all existing valid rights in said land and subject also to the following terms and conditions. The DIVISION issues this general permit in order that the PERMITTEE may use the above described land for the purpose hereinafter described consistent with the responsibilities and obligations of the State under the Public Trust Doctrine, and statutes and the rules governing the management and use of sovereign lands.

1. The subject tract shall be used by PERMITTEE for reestablishment of the Rose Creek channel, erosion control and bank stabilization work associated with Flood Control Project No. FV 95-0815. This permit covers all sovereign lands included in the project area.

2. PERMITTEE agrees that said permit will be terminated at the end of the permit term stated above. PERMITTEE also agrees that PERMITTEE will need to reapply for a new General Permit to continue said activity on Sovereign land at this location prior to termination of the existing permit.

PERMITTEE agrees that at the end of five (5) years from the date of this general permit, and, if necessary, for each two (2) year period thereafter, if PERMITTEE has not developed the land according to plans and specifications approved by the DIVISION, PERMITTEE shall then be required to show that it has exercised due diligence toward development of the land to the director of the DIVISION. If PERMITTEE fails to show due diligence, then PERMITTEE agrees that DIVISION may, at its option, terminate this general permit agreement as to any or all the land permitted hereunder. In the event the DIVISION so terminates, PERMITTEE'S interest in the land shall revert to the STATE.

3. This permit is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules and regulations as may be hereafter

BK8347 PG4698

GENERAL PERMIT NO. SLGP 720 00015

promulgated by the state. PERMITTEE, in exercising the privileges granted by this permit, 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 permit.

4. This permit is expressly subject and subordinate to the right of the State of Utah to manage and control the Jordan River and its bed as a navigable body of water. PERMITTEE hereby waives any and all claims of whatever nature which may arise directly or indirectly from activities to control, influence or manage the level of the Jordan River, including but not limited to all breaching, diking, pumping, diversion, upstream water development, flood control works, granting of rights-of-way, wildlife or recreation development or any other management activities or programs that the state deems appropriate. PERMITTEE hereby acknowledges that the level of the Jordan River may fluctuate either naturally or due to management activities of the State of Utah, and PERMITTEE covenants that its use of the permitted land will not limit or interfere with the state's activities or programs to control, influence or manage the level of the Jordan River, including but not limited to the control or management of the level of the same.

5. PERMITTEE agrees to permit the DIVISION free and unrestricted access to and upon the subject tract at all reasonable times for all lawful and proper purposes not inconsistent with the intent of this permit or with the reasonable exercise and enjoyment by the DIVISION of the rights and privileges granted herein.

6. PERMITTEE shall not assign this permit, in whole or in part, nor sublease the permitted premises, nor allow unauthorized or commercial use of the premises without obtaining the prior written consent of the DIVISION. In no case shall such approval operate to relieve the PERMITTEE of the responsibilities or liabilities assumed by PERMITTEE hereunder or be given unless such other party is acceptable to DIVISION as a permittee, and assumes in writing all of the obligations of the PERMITTEE under the terms of this permit 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.

7. This general permit issued by the DIVISION on sovereign land is subject to a public trust and may be revoked at any time if necessary to fulfill public trust and statutory responsibilities. If the DIVISION determines this general permit must be revoked, the DIVISION shall notify the affected general permit holder in writing by certified mail, return receipt requested, specifying the public trust responsibility which necessitates revocation. The DIVISION may revoke this permit within the time specified in the notice, or within 30 days of service of such notice if no time is provided. Such revocation shall not release attached general permit holder from liability for damage prior to such revocation.

GENERAL PERMIT NO. SLGP 720 00015

8. This permit may be terminated by the DIVISION upon breach of any conditions hereof. If the DIVISION determines that the PERMITTEE, its assigns or successors in interest, have breached any conditions of this permit, the DIVISION shall provide notice of the breach in writing by certified mail, return receipt requested, specifying the particular breach. The PERMITTEE 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 DIVISION to correct such breach. If PERMITTEE fails to correct such breach within such period, the DIVISION may terminate this permit upon thirty (30) days notice; provided, however, such termination shall not release PERMITTEE from liability for damage prior to such termination.

9. PERMITTEE shall have the right to remove any improvements and any personal property placed on the lands by the PERMITTEE, provided that the same shall be removed within ninety (90) days after the expiration of the term of this permit, provided that the PERMITTEE shall properly restore any damage caused thereby to the subject tract or any improvements remaining thereon; provided further, that the DIVISION shall also have the right to retain without compensation to PERMITTEE, but with costs of removal and disposal chargeable to PERMITTEE, those improvements and items of personal property left upon the permitted premises beyond ninety (90) days after the expiration of this permit.

10. DIVISION claims title in fee simple, but does not warrant to PERMITTEE the validity of title to the permitted premises. PERMITTEE shall have no claim from damages or refund against the DIVISION for any claimed failure or deficiency of the DIVISION'S title to said lands or for interference by any third party.

11. PERMITTEE and the DIVISION are both governmental entities and subject to the protection, defenses, and limitations on liability afforded by the Utah Governmental Immunity Act (the "ACT"). Consistent with the terms of the Act, it is mutually agreed that each party shall be individually responsible for any claim or liability which relates to or arises out of the acts or omissions of its servants, employees, agents, sublessees, assignees, or invitees. Neither party waives any rights, defenses, or limitations on liability available under the act by entering into this permit.

12. PERMITTEE shall neither commit nor permit any waste on the said permitted lands. PERMITTEE shall maintain said lands in good condition and at its own expense, free from any nuisance. Surface areas will be cleaned of all trash and debris to the satisfaction of the DIVISION. PERMITTEE shall maintain the permitted premises to standards of repair, orderliness, neatness, sanitation, and safety as required by law and applicable regulations.

13. PERMITTEE shall comply with any and all valid sanitation and pollution

GENERAL PERMIT NO. SLGP 720 00015

regulations prescribed by any governmental agency having jurisdiction; and the PERMITTEE agrees to indemnify DIVISION for any damage which DIVISION may suffer which arises out of the improper or unlawful disposal of refuse associated with said land.

PERMITTEE shall be bound by all of the provisions of Utah Code 19-5-101. No waste or by-products shall be discharged which contain any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

14. PERMITTEE shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners.

15. 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 State of Utah. PERMITTEE shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of applicable state and federal law.

16. DIVISION expressly reserves the right to lease said lands to third parties for mineral exploration and/or development purposes together with the right to grant the mineral lessee reasonable access by ingress and egress to and from the mineral estate through the surface estate in connection with mineral exploration and/or development, but without damage to improvements made by PERMITTEE.

17. If PERMITTEE shall initiate or establish any water right on the permitted premises, such right shall become an appurtenance of the permitted premises. PERMITTEE agrees that any existing application to appropriate water on said state land shall be transferred to the Division of Forestry, Fire & State Lands after the application has been completed, without any cost to the State. It is expressly understood and agreed that this permit does not confer any rights upon PERMITTEE to use any water presently developed on the subject lands.

18. PERMITTEE shall at all times observe reasonable precautions to prevent fire on the permitted premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the permitted premises proximately caused by PERMITTEE, its servants, employees, agents, sublessees, assignees, or licensees which necessitates suppression action by the State Forester, PERMITTEE agrees to reimburse DIVISION for the cost of such fire suppression action.

19. Any notice contemplated herein to be served upon PERMITTEE shall be in

GENERAL PERMIT NO. SLGP 720 00015

writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Salt Lake County Real Estate Section
2001 South State Street, #N4500
Salt Lake City, Utah 84190-3100

or at any such other address as PERMITTEE may from time to time designate by written notice to the DIVISION.

20. The provisions hereof shall inure to and be binding upon the successors and assigns of PERMITTEE.

21. 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 19th day of January, ~~19~~ 2000.

DIVISION: STATE OF UTAH
DIV. OF FORESTRY, FIRE & STATE LANDS
1594 WEST NORTH TEMPLE, SUITE 3520
BOX 145703
SALT LAKE CITY, UT 84114-5703

BY: Arthur W. Dufault
ARTHUR W. DUFAULT
DIRECTOR

PERMITTEE:
BY: [Signature]



APPROVED AS TO FORM:
JAN GRAHAM
ATTORNEY GENERAL

BY: Stephen G. Boyden
STEPHEN G. BOYDEN
ASSISTANT ATTORNEY GENERAL

APPROVED AS TO FORM
Salt Lake County Attorney's Office
[Signature]
Date: 12/29/99

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GENERAL PERMIT NO. SLGP 720 00015

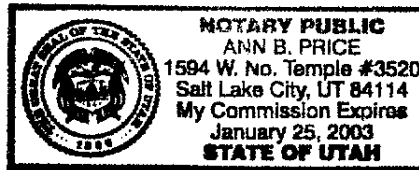
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 1 day of February ²⁰⁰⁰ ~~19~~, personally appeared before me Arthur W. DuFault, who being by me duly sworn did say that he is the Director 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 1 day of Feb ²⁰⁰⁰ ~~19~~.

Ann B Price
Notary Public, residing at: Salt Lake Co.

My Commission Expires: 1-25-03



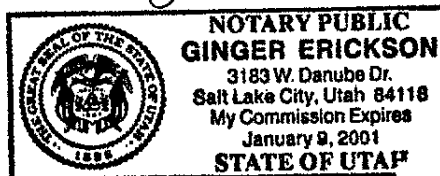
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 19th day of January, ²⁰⁰⁰ ~~19~~, personally appeared before me Mark L. Shurtleff, who being by me duly sworn did say that he is the Commission Chair of The Board of Salt Lake County Commissioners and said Mark L. Shurtleff in my company acknowledged to me that he executed the same.

Given under my hand and seal this 19th day of January, ²⁰⁰⁰ ~~19~~.

Ginger Erickson
Notary Public, residing at: Taylorville

My Commission Expires:
January 9, 2001

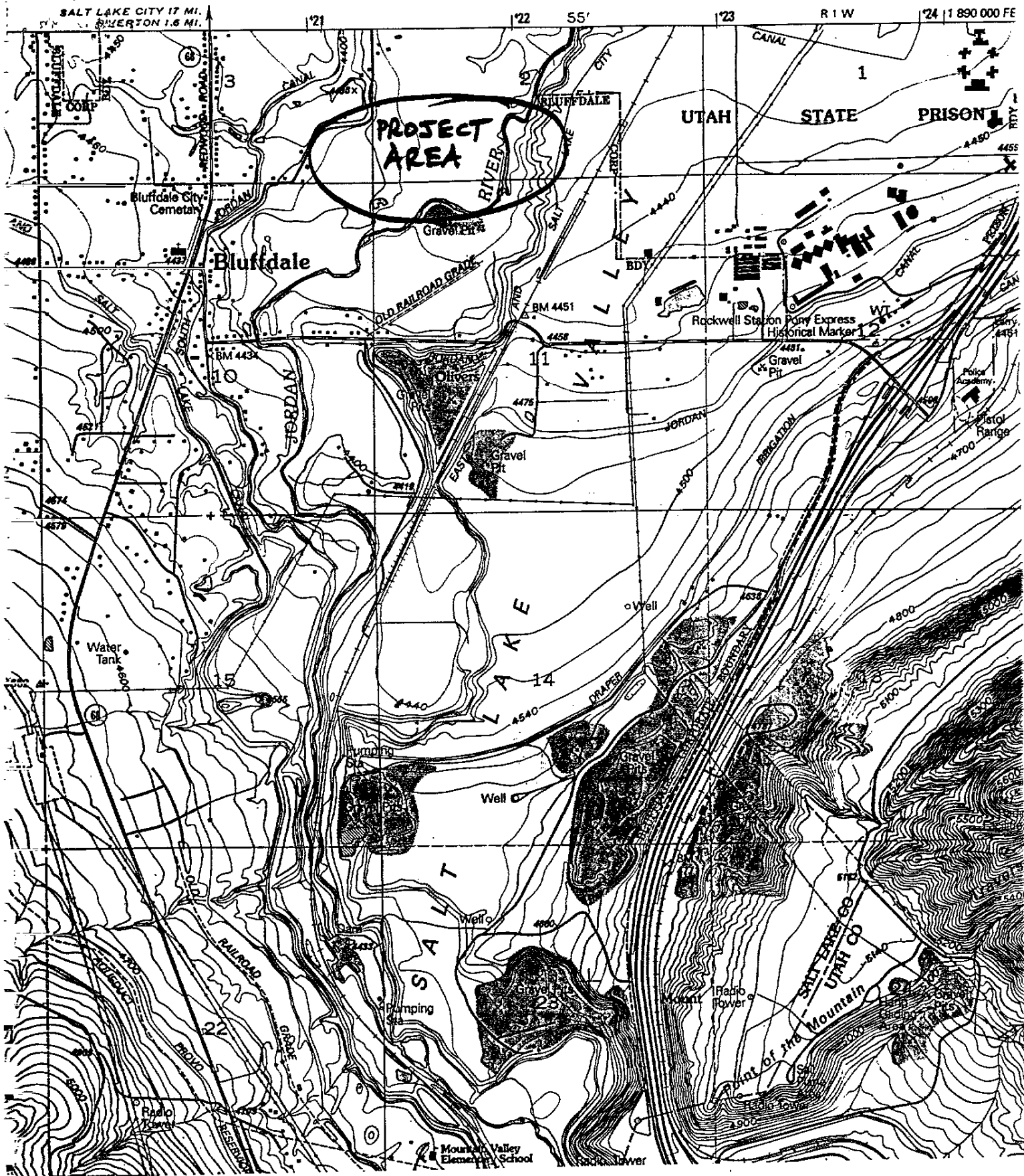


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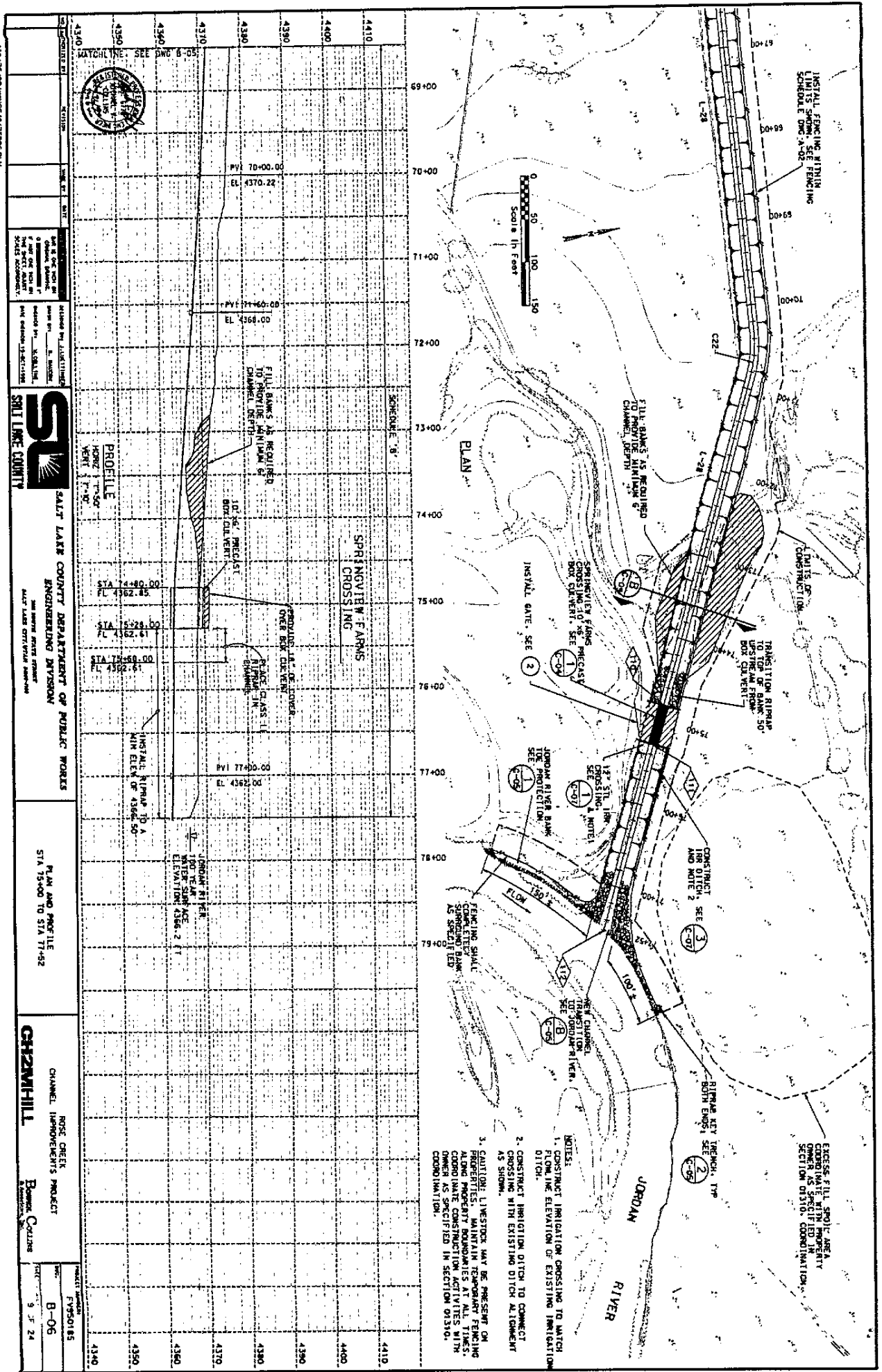


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CO. RECORDER

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CO. RECORDER

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- NOTES:
1. CONSTRUCT IMPIGATION CROSSING TO MATCH FLOWLINE ELEVATION OF EXISTING IMPIGATION DITCH.
 2. CONSTRUCT IMPIGATION DITCH TO CONNECT CROSSING WITH EXISTING DITCH ALIGNMENT AS SHOWN.
 3. CAUTION: LIVESTOCK MAY BE PRESENT ON ADJACENT PROPERTIES. MAINTAIN TEMPORARY FENCING ALONG PROPERTY BOUNDARIES AT ALL TIMES. COORDINATE CONSTRUCTION ACTIVITIES WITH OWNER AS SPECIFIED IN SECTION 01510. COORDINATION.

<p>DATE: 08/11/2011 TIME: 10:00 AM PROJECT: CHANNEL IMPROVEMENTS PROJECT SHEET: B-06 TOTAL SHEETS: 24</p>	<p>DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 08/11/2011</p>	<p>SCALE: 1" = 20'</p>
<p>PROJECT: CHANNEL IMPROVEMENTS PROJECT SHEET: B-06 TOTAL SHEETS: 24</p>		

02-03-00 11:19 11

7592401
03/09/2000 04:05 PM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CD COMMISSION CLERK
BY: RDS, DEPUTY - MI B P.

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