

WHEN RECORDED RETURN TO:
SALT LAKE COUNTY
REAL ESTATE SECTION .

Parcel No. 08-04-300-004

HINCKLEY LIMITED ACCESS AND MAINTENANCE EASEMENT

David Hinckley, ("Grantor") for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and transfer to Salt Lake City, a municipal corporation (the "City"), and Salt Lake County, a political subdivision of the State of Utah (the "County"), a limited and non-exclusive access and maintenance easement (the "Easement"), 100 feet in width, beginning at the west bank boundary line described on Exhibit A, attached hereto and incorporated herein by this reference, and running therefrom 100 feet to the east of that line along its entire length (the "Easement Corridor"), located in Salt Lake County, State of Utah. A graphic depiction of The Easement Corridor is set forth in Exhibit A.

1. SCOPE AND USE OF EASEMENT. This Easement across the Easement Corridor shall be a non-exclusive surface easement only, limited to the purpose of permitting the City and the County to access, maintain and repair the Northwest Oil Drain Canal (the "Canal") which runs through the Easement Corridor. The Easement may not be used for any other purpose.

2. RUNS WITH LAND. This Easement is an easement appurtenant, and not an easement in gross. It is not assignable or otherwise transferrable by the City or the County. The Easement is intended to be recorded with the Salt Lake County Recorder's Office and shall run with the land.

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REAL ESTATE
BY: ZJM, DEPUTY - WI 7 P.

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3. DURATION OF EASEMENT. This Easement shall continue so long as the Canal runs through the Easement Corridor and continues to carry water continuously flowing into the Great Salt Lake.

4. MAINTENANCE OF ACCESS ROAD AND CANAL THROUGH THE EASEMENT CORRIDOR. The City and County shall be responsible for maintaining, repairing and restoring the access road and Canal located within and throughout the length of the Easement Corridor and restoring any changes in or damages to any access road or Canal within the Easement Corridor. Such maintenance, repair and restoration is intended to insure that the Canal functions safely and properly and that the water levels within the Canal are maintained at safe levels, that its banks do not sluff off into the Canal; that the width of the Canal does not increase beyond its current width, and that said access road is left in a condition that is equal to or better than the condition in which it existed before the City or the County used that access road for accessing or maintaining the Canal.

Before the City and/or County uses any access road in the Easement Corridor, excepting emergency access required to deal with emergency situations such as flooding, they must first contact Hinckley and said access road within the Canal must be inspected by the City and/or County and Hinckley, jointly documenting the condition thereof. Following the use of the access roads by the City and/or County, the City and/or County must again contact Mr. Hinckley within 10 days after the use thereof, to inspect together the access road and determine the condition thereof and what additional improvements, if any, the City and/or County must make to restore the access road to the condition in which it existed prior use thereof by the City and/or County.

Hinckley shall not unreasonably delay either the City or the County in their efforts to obtain access to the Easement Corridor or to jointly document the canal condition as set forth above.

In the event of any dispute under this Agreement, the parties agree to participate in an accelerated a mediation prior to filing litigation, provided, however, that if the filing of a Complaint is necessary to comply with any statute of limitation requirement, the filing can occur before mediation, but the litigation will not be pursued until after an accelerated mediation has occurred, subject to Court approval. The parties will fully cooperate in enabling any mediation hereunder to occur on an accelerated basis and in selecting a mutually acceptable mediator. The parties shall each pay one-half of the cost of mediation, including the mediator's fee.

5. **GENERAL PROVISIONS**

a. **Attorneys Fees.** If any party hereto institutes a judicial or arbitration proceeding against any party in connection with any dispute or matter arising under this Easement, the prevailing party shall be entitled to recover its attorney's fees, including, but not limited to, court costs, costs of investigation, accounting costs, extra witness costs and expenses, or other costs reasonably related to the litigation, in such amount as may be determined to be reasonable by the court having jurisdiction over such action.

b. **Modification in Writing.** This Easement may only be modified by writing executed by both parties hereto.

d. **Governing Law.** The validity, meaning and effect of this Easement shall be determined in accordance with the laws of the State of Utah.

e. **No Merger.** This Easement is, and shall remain, separate and distinct from the

Easement Agreement executed by and between Salt Lake City and Thomas E. Jeremy, dated July 12, 1924, (the "Canal Easement"), to which Hinckley is the successor-in-interest. That Canal Easement shall remain in full force and effect and shall not merge into the above-referenced, non-exclusive limited access and maintenance easement.

f. **Authority.** The officers or agents signing this Easement each warrant that he or she is authorized to execute this Easement on behalf of the party for whom it is signed, respectively.

g. The parties represent that they have not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promise that they will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

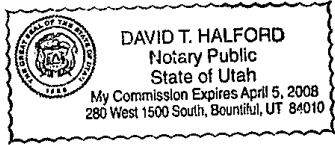
GRANTOR



David Hinckley

STATE OF UTAH)
 :SS
SALT LAKE COUNTY)

On this 14 day of December, ~~2006~~²⁰⁰⁷, before me personally appeared David Hinkley to me known, who, being by me duly sworn, did depose and say that he/she is the Grantor described herein and which executed the above instrument, and that he signed his name thereto.



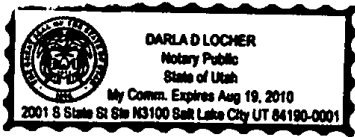
[Signature]
Notary Public

GRANTEE

By: Neil Stack - [Signature]
Its: Flood Control Division Director

STATE OF UTAH)
 :SS
SALT LAKE COUNTY)

On this 2nd day of January, ~~2006~~²⁰⁰⁹, before me personally appeared Neil Stack to me known, who, being by me duly sworn, did depose and say that he/she is the Grantor described herein and which executed the above instrument, and that he signed his name thereto.



[Signature]
Notary Public

EASEMENT FOR A CANAL OVER HINCKLEY PROPERTY:

Beginning at a point South 00°41'16" West 1307.129 feet along the Section line and North 89°43'09" West 250.899 feet from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian [true basis of bearing of this description: the North Quarter Corner of Section 9 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°26'23" West 2670.207 feet from said Northeast Corner of Section 9 (marked by a Davis County Surveyor's Office brass cap monument)] and running thence North 89°43'09" West 101.079 feet to the westerly line of the David O. Hinckley property; thence North 36°52'34" West 135.473 feet along said westerly line; thence South 89°59'16" West 24.127 feet along the southerly line of said Hinckley property; thence Northwesterly along the southwesterly bank of the Salt Lake City Sewerage and Drainage Canal for the following nine courses:

1. North 36°46'12" West 505.062 feet,
2. North 35°39'07" West 502.609 feet,
3. North 37°36'22" West 223.422 feet,
4. North 42°34'11" West 472.642 feet;
5. North 47°11'35" West 832.168 feet,
6. North 46°15'02" West 484.904 feet,
7. North 50°10'20" West 305.578 feet,
8. North 64°15'17" West 1070.659 feet,
9. North 58°19'13" West 180.585 feet to a fence and a northwesterly boundary of said Hinckley property; thence North 27°11'29" East 100.308 feet along last said boundary; thence Southeasterly along the northeasterly line of this easement for the following ten courses:

1. South 58°19'13" East 183.251 feet,
2. South 64°15'17" East 1077.827 feet,
3. South 50°10'20" East 321.354 feet,
4. South 46°15'02" East 487.505 feet,
5. South 47°11'35" East 835.382 feet,
6. South 42°34'11" East 481.013 feet,
7. South 37°36'22" East 229.462 feet,
8. South 35°39'07" East 503.339 feet,
9. South 36°46'12" East 578.781 feet,
10. South 36°52'34" East 136.119 feet to the point of beginning.

Containing 474718 square feet or 10.89803 acres, more or less.

Subject to agreements, restrictions, easements and rights-of-way of record and use. The intent of this easement is to be over the property owned by David O. Hinckley (excluding where it crosses Center Street) and that the above description shall not change even if the location of the southwesterly bank of the Salt Lake City Sewerage and Drainage Canal should become changed due to the forces of nature, such as natural erosion, or due to the effects of canal maintenance by machinery.