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 Book - 9694 Pg - 2279-2287  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH VALLEY SEWER DISTRICT  
 PO BOX 908  
 DRAPER UT 84020  
 BY: ZJM, DEPUTY - WI 9 P.  
**PARCEL I.D. # 27-23-251-003** 9p.

**WHEN RECORDED MAIL TO:**

Craig L. White, District Manager  
 South Valley Sewer District  
 P.O. Box 908  
 Draper, Utah 84020

**E A S E M E N T****Jordan River Parkway (JRSP-E38)**

**A 30-Foot Wide Easement for Two Sewer Pipelines and Associated Facilities Situated in  
 Section 23, Township 3 South, Range 1 West, SLBM.**

THE STATE OF UTAH, by and through the Utah Division of State Parks and Recreation, GRANTOR, hereby grants for the sum of One Dollar (\$1.00) and other good and valuable consideration, to South Valley Sewer District, GRANTEE, the right to construct, install, operate, remove, repair, replace and maintain two 30 inch underground sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities (Exhibit A) across the GRANTOR's property lying within a (30) thirty foot wide strip, said strip extending thirty (30) feet perpendicularly distant and easterly of described reference line, more particularly described as follows:

Beginning at a point being South 0°32'10" West along the Section Line 1,309.51 feet and West 1,810.27 feet from the Northeast Corner of Section 23; thence South 51°18'10" West 151.20 feet; thence South 6°18'11" West 957.14 feet; thence South 3°58'52" East 134.53; thence South 11°45'01" West 223.68 feet; thence South 18°46'12" West 383.54 feet to the Grantor's South property line. Approximately 1850 l.f., contains 1.260 acres.

TOGETHER WITH a temporary, non-exclusive construction easement to be held and used by GRANTEE, and its contractors for temporary periods during construction and repair of the FACILITIES. Said temporary easement lying within a strip of land 30 feet wide located within Salt Lake County, Utah, is more particularly described and shown in Exhibit "B" attached hereto and by this reference made a part hereof.

Temporary Construction Easement Contains: 1.28 acres (approx. 55,493 s. f.)

TO HAVE AND TO HOLD for a term of 50 years subject to the following terms and conditions and any valid and existing rights. Should the Grantee desire to extend the easement term, the Grantee shall request an easement renewal at least 60 days prior to the termination of the easement. This easement is granted only for the purpose described above as far as it is consistent with Utah law.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said sewer lines and associated 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 sewer lines, so long as the easement shall remain in force and effect.

2. GRANTEE shall have ninety (90) days after the expiration of the terms of this easement to remove said sewer lines and associated facilities. In the event the same is not removed within ninety (90) 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. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. 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. 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, subleases, assignees or invitees.

6. 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 conditions of this easement, 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 sixty (60) 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 breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon sixty (60) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. 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. 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. 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.

10. 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. 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. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

13. 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. 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. 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 Utah Code Ann. §§ 9-8-101 et seq. and 9-9-101 et seq.

16. 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.

17. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

18. 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 promulgated by the State.

19. Any notice contemplated herein to be served upon GRANTOR and 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:

c/o General Manager	GRANTEE	GRANTOR
	South Valley Sewer District	Utah Division of State Parks and Recreation
	874 East 12400 South	ATTN: Lands & Environmental Coordinator
	PO Box 908	1594 W North Temple, Suite 116
	Draper, Utah 84020	Salt Lake City, Utah 84114-6001

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

20. 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.

IN WITNESS WHEREOF, the State of Utah, by and through the Utah Division of Parks and Recreation has caused these presents to be executed this 18<sup>th</sup> day of February, 2009, by the Director.

GRANTOR: STATE OF UTAH

Utah Division of State Parks and Recreation  
1594 West North Temple, Suite 116  
Salt Lake City, Utah 84114-6001

Mary E. Tullius

Mary Tullius, Director

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

On the 18<sup>th</sup> day of February, 2009, personally appeared before me **Mary Tullius**, who being by me duly sworn did say that she is the Director of the Utah Division of State Parks and Recreation, and said **Mary Tullius** acknowledged to me that she executed the same on behalf of the Division.

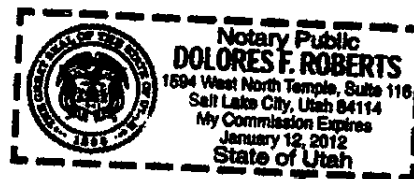
Given under my hand and seal this 18<sup>th</sup> day of February, 2009.

My Commission Expires: 1/12/2012

Dolores F. Roberts

Notary Public

Residing at, SALT LAKE County



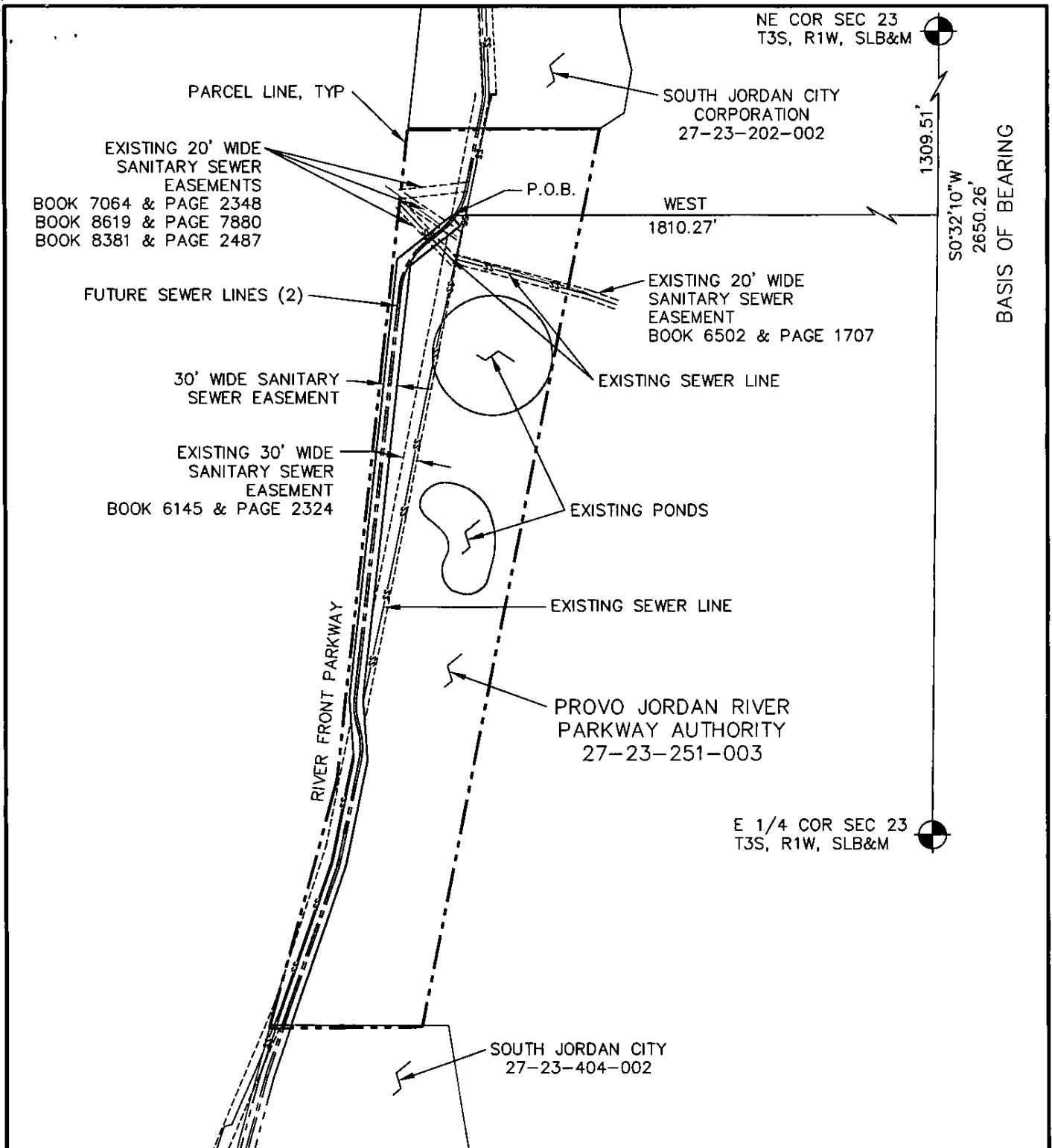
**ATTEST:**

Chair of Board

: SS.

BK 9694 PG 2284

# EXHIBIT A



GRANTOR(S): PROVO JORDAN RIVER PARKWAY AUTHORITY  
 PARCEL I.D.#: 27-23-251-003  
 CONTAINS: 1.26 ACRES

## SOUTH VALLEY SEWER DISTRICT SEWER EASEMENT

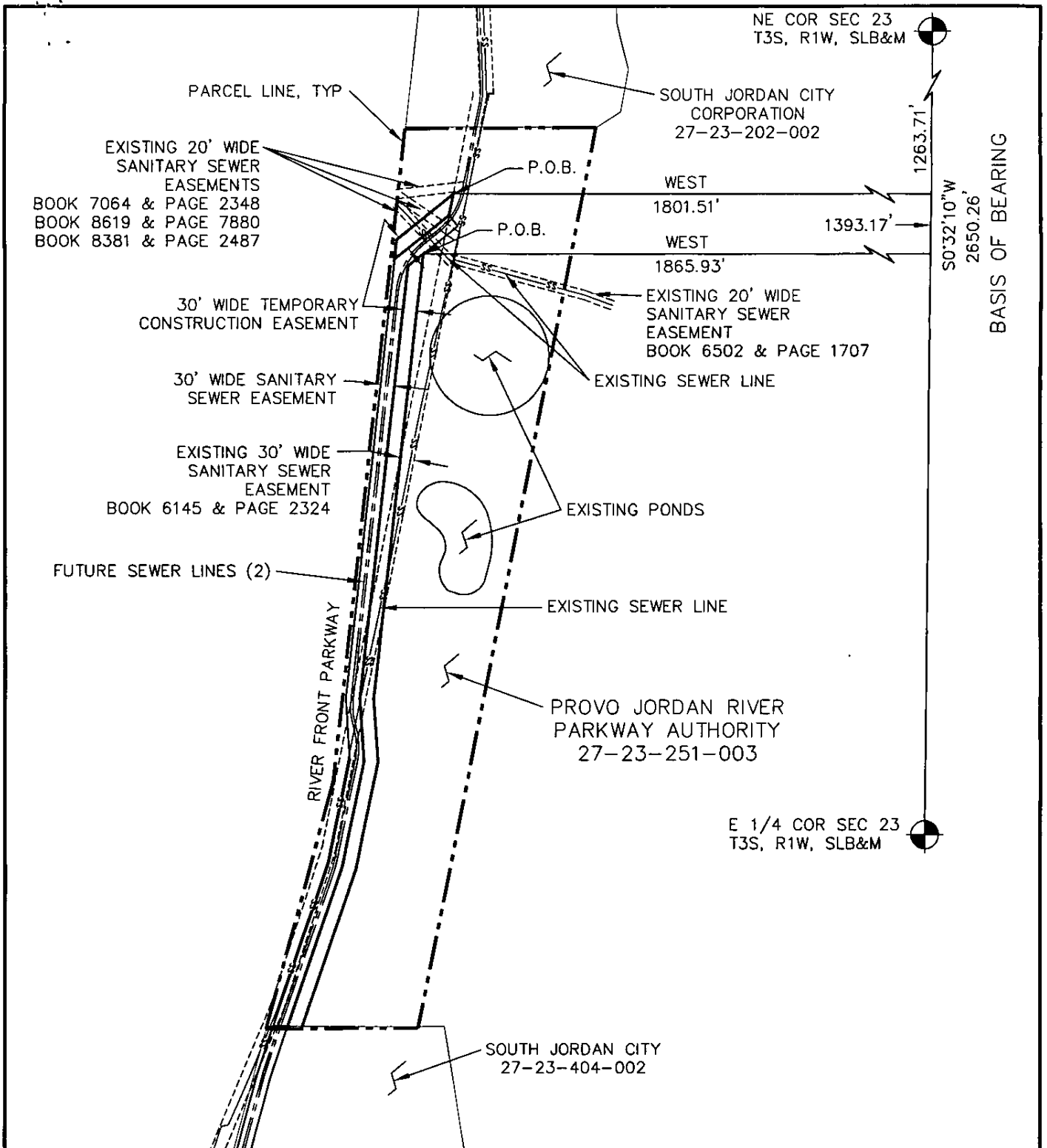
LOCATED IN  
 SEC. 23, T. 3 S., R. 1 W.  
 SALT LAKE BASE & MERIDIAN, U.S. SURVEY



SCALE: 1"=300'

DRAWN: SM	CHECKED: BP	APPROVED: KS
DATE: 10-10-08	PROJECT NUMBER: 060-07-13.5	

# EXHIBIT B



GRANTOR(S): PROVO JORDAN RIVER PARKWAY AUTHORITY  
 PARCEL I.D.#: 27-23-251-003  
 CONTAINS: 0.11 & 1.17 ACRES

## SOUTH VALLEY SEWER DISTRICT TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN  
 SEC. 23, T. 3 S., R. 1 W.  
 SALT LAKE BASE & MERIDIAN, U.S. SURVEY



SCALE: 1"=300'

DRAWN: SM	CHECKED: BP	APPROVED: KS
DATE: 12-29-08	PROJECT NUMBER: 060-07-13.5	



GRANTOR(S): Provo Jordan River Parkway Authority

PARCEL I.D.#: 27-23-251-003

EXHIBIT B

A 30-foot wide temporary construction easement being part of an entire tract situated in Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement is described as follows:

Beginning on the West boundary of an existing sewer easement (Book 6145 & Page 2324), said point being South 0°32'10" West along the Section Line 1,263.71 feet and West 1,801.51 feet from the Northeast Corner of said Section 23; thence South 51°18'10" West 157.01 feet; thence South 6°18'11" West 42.43 feet; thence North 51°18'10" East 151.20 feet to the West boundary of the existing sewer easement; thence North 11°20'56" East along the West boundary of the existing sewer easement 46.72 feet to the point of beginning.

Contains 4,623 square feet (0.11 acres), more or less.

Also, a 30-foot wide temporary construction easement being part of an entire tract situated in Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement is described as follows:

Beginning at a point being South 0°32'10" West along the Section Line 1,393.17 feet and West 1,865.93 feet from the Northeast Corner of said Section 23; thence South 51°18'10" West 42.43 feet; thence South 6°18'11" West 942.01 feet; thence South 3°58'52" East 135.97 feet; thence South 11°45'01" West 229.67 feet; thence South 18°46'12" West 374.96 feet; thence North 89°36'49" East 31.76 feet; thence North 18°46'12" East 366.37 feet; thence North 11°45'01" East 235.65 feet; thence North 3°58'52" West 137.42 feet; thence North 6°18'11" East 969.32 feet to the point of beginning.

Contains 50,870 square feet (1.17 acres), more or less.