

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
P. O. Box 70
West Jordan, UT 84088-0070

10932494

04/13/2010 11:24 AM \$0.00
Book - 9817 Pg - 5495-5507
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: ZJM, DEPUTY - MA 13 P.

PARCEL ID #33-16-400-006
#33-15-300-016
#33-16-400-007
#33-16-300-018

ACCESS AGREEMENT

This Agreement is made as of the 25TH day of March, 2010 (the "Effective Date"), between the Jordan Valley Water Conservancy District, formerly known as Salt Lake County Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantor"), and the Utah Department of Transportation, an agency of the State of Utah ("Grantee").

RECITALS:

- A. Grantor owns the real property described in attached Exhibit 1 (the "Property");
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant, a temporary, non-exclusive access right-of-way on, over, across, and through the

Property, consistent with the terms set forth in this Agreement, to allow Grantee to access certain real property; and,

C. Grantor desires to obtain from Grantee, and Grantee is willing to grant, a relinquishment of a right-of-way and appurtenant rights held by Grantee across another piece of property owned by Grantor, consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. (a) Grantor grants to Grantee a temporary, non-exclusive right-of-way ("Right-of-Way") on, over, across, and through all portions of the Property solely for Grantee's use for the purposes of providing vehicular and pedestrian access, ingress, and egress to and from Grantee's Property (as defined in subsection 1(b), below). The legal description of the Right-of-Way is identical to the legal description of the Property in Exhibit 1.

(b) Grantee's use of the Right-of-Way shall be for the benefit of the following parcels and no others (collectively "Grantee's Property"): (i) those parcels described in attached Exhibit 2 which now are owned by Grantee in fee title, but only so long as Grantee holds fee title; (ii) any parcel purchased by Grantee in fee title in sections 16, 17, 18, 19, 20, or 21 of Township 4 South, Range 1 West, Salt Lake Base and Meridian, but only after Grantee has provided prior written notice to Grantor of that fee title and only so long as Grantee holds fee title

(c) Grantee's use of the Right-of-Way during the term of this Agreement shall extend to Grantee's agents, servants, employees, contractors and others performing work by, through, for, or under Grantee (collectively "Grantee's Agents"), but to no others.

(d) Grantee's use of the Right-of-Way shall at all times be subordinate to Grantor's use of the Property and shall not interfere with Grantor's use of the Property.

(e) Grantor shall have the non-exclusive right to use the Right-of-Way and any access road and/or appurtenant improvements constructed by Grantee within the Right-of-Way, and Grantor shall have the non-exclusive right to use any bridge constructed by Grantee, or in which it has ownership rights, across the Welby Canal.

(f) The Property and Right-of-Way have been improved by a third party, who built, or caused to be built, a bridge across the Welby Canal. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant any right and/or interest to Grantee to access or to use those improvements or the bridge, and Grantee understands and agrees that it must reach separate agreement with others, if possible, for Grantee's access, use, maintenance, and/or financing of those improvements and bridge. Grantee understands and agrees that, notwithstanding any provision of this Agreement to the contrary, Grantor does not make any representation or warranty about title to those improvements and bridge, or that the improvements, bridge, Right-of-Way, or Property are suitable or fit for Grantee's use.

2. (a) The Right-of-Way is temporary and non-exclusive, and it shall expire without further notice or condition on December 31, 2013.

(b) The term of the temporary, non-exclusive Right-of-Way may be extended as the parties mutually agree in writing.

3. Any damage caused by Grantee or Grantee's Agents to the Property resulting from their use of or activities within the Right-of-Way shall be repaired immediately by Grantee, at its expense, as near as reasonably possible to its prior condition.

4. Grantee shall not grant, and Grantee is not given any right by this Agreement to grant, to any third party any additional right-of-way or easement or other interest within the Property and/or Right-of-Way. Any such grant shall be void, invalid, and unenforceable.

5. Grantee shall obtain, at its expense, and comply with all applicable governmental permits related to its use of and activities within the Right-of-Way. Grantee shall maintain in good condition, at its expense, the access road and all other appurtenant improvements constructed by Grantee within the Right-of-Way.

6. Upon the expiration or earlier termination of this Agreement, all of Grantee's right, title, and interest in and to all improvements constructed by Grantee within the Right-of-Way, and any bridges across the Welby Canal, shall immediately and automatically be and become the property of, and shall be owned exclusively by, Grantor without additional consideration from Grantor.

7. (a) In that certain Warranty Deed dated September 25, 1969, and recorded October 2, 1969, as Entry No. 2305357 in Book 2794 at Page 480 of the Official Records of the Salt Lake County Recorder's Office, Grantee's predecessor in interest was granted and/or reserved a right-of-way fifty feet (50') in width (the "Treatment Plant Right-of-Way") along the entire western boundary of the tract of land described in attached Exhibit 3, for the benefit of Grantee's Property and for certain property owned by others. Grantee hereby relinquishes, disclaims, waives, and abandons all of its right, title, and

interest in and to the Treatment Plant Right-of-Way, specifically including but not limited to: (A) (i) access, ingress, and egress; (ii) installation and use of utilities; (iii) the designation of utility location; and, (iv) the right to utilize the Treatment Plant Right-of-Way for any and all purposes whatsoever; and, (B) any right, title, interest, and benefit appurtenant to, attributable to, or otherwise connected to property owned by Grantee, including but not limited to Grantee's Property, associated with or derived from the Treatment Plant Right-of-Way.

(b) Grantee hereby relinquishes, disclaims, waives, and abandons all of its right, title, and interest in and to that certain Agreement to Dedicate a Street ("Dedication Agreement"), dated October 1, 1969, and recorded October 2, 1969, as Entry No. 2305358 in Book 2794 at Page 481 of the Official Records of the Salt Lake County Recorder's Office, including but not limited to (i) the obligation of any party, entity or person to dedicate property to public use pursuant to paragraph 1 of the Dedication Agreement, and (ii) the obligation of any party, entity, or person to obtain 16 feet or 17 feet pursuant to paragraph 2 of the Dedication Agreement.

(c) Grantee hereby represents, warrants, and agrees that it did not, on or before the Effective Date, sell, transfer, convey, assign, encumber, pledge, lien, lease, or otherwise alienate any of its right, title, or interest in and to either the Treatment Plant Right-of-Way or the Dedication Agreement.

8. (a) Grantee hereby acknowledges that it accesses and uses the Right-of-Way at its risk and hazard and, without limiting the generality of the foregoing, Grantee agrees that Grantor and its agents, employees, officers, trustees, assigns, and successors, shall not be responsible for any harm, damage, injury, cost, claim, judgment or liability that

may be suffered or incurred by Grantee or by Grantee's Agents associated with the use or condition of the Right-of-Way, unless the harm, damage, injury, cost, claim, judgment or liability was due to the reckless or intentional misconduct of Grantor.

(b) Grantee hereby releases Grantor and its agents, employees, officers, trustees, assigns, and successors, from liability for all loss, harm, damage, injury, cost, claim, judgment or liability of every description or kind whatsoever that may result from, arise out of, or be attributable to Grantee, to Grantee's Agents, and/or to Grantee's and/or to Grantee's Agents' use of or activities within the Right-of-Way, unless the loss, harm, damage, injury, cost, claim, judgment or liability was due solely to the negligence of Grantor; and,

(c) Grantee shall indemnify, defend, and save harmless Grantor, including its employees, officers, trustees, and agents, from any and all claims, demands, suits, causes of action, judgments, costs, attorney's fees, expenses, and liability for bodily injury, death, or damages to property, real or personal, which may result from, arise out of, or be attributable to Grantee, to Grantee's Agents, and/or to Grantee's and/or to Grantee's Agent's use of or activities within the Right-of-Way. The provisions of this subparagraph are subject to the Governmental Immunity Act of Utah (§§ 63G-7-101 et. seq.). Nothing in this subparagraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act of Utah.

(d) During the term of this Agreement, Grantee shall maintain liability insurance, and it shall cause Grantee's Agents to maintain liability insurance, providing coverage for all harm, loss, damages, injury, costs, claims, judgments or liability of every description or kind whatsoever that may result from, arise out of, or be attributable to

Grantee, to Grantee's Agents, and/or to Grantee's and/or Grantee's Agent's use of or activities within the Right-of-Way, including but not limited to personal property, real property, bodily injury, and death. The insurance required by this subparagraph shall (i) be written with coverage in amounts not less than \$1,000,000.00 (combined single limit); (ii) include excess/umbrella liability coverage in amounts not less than \$2,000,000.00; (iii) name the District and its agents, employees, officers, trustees, assigns, and successors as additional insureds; and, (iv) provide that the policy and coverage cannot be cancelled, terminated, or reduced without thirty (30) days prior written notice to Grantor. Grantee shall provide proof of insurance upon Grantor's request, including but not limited to copies of policies, endorsements, schedules, riders, and certificates.

9. All notices, requests, demands, and other communications between the parties shall be in writing and shall be given by personal delivery or by certified mail, with return receipt requested, to the following addresses or to such other addresses as the parties may designate in writing:

If to Grantor, to:

Jordan Valley Water Conservancy District

Attn: General Manager

8215 South 1300 West

P. O. Box 70

West Jordan, UT 84088-0070

If to Grantee, to:

Utah Department of Transportation

Attn: Terri Anne Newell

3949 South 700 East, Suite 500

Salt Lake City, Utah 84107

Notice shall be effective on the date it is received by the other party.

10. This Agreement may be amended only by written instrument executed by all parties.

11. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, affiliates, assigns, heirs, executors, and administrators of the parties.

12. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

13. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

14. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

15. Any party may record this Agreement.

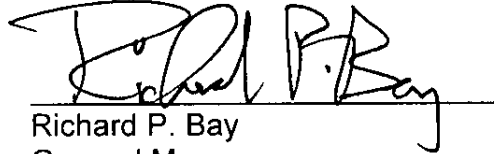
16. (a) Each party hereby represents, warrants, and agrees that the terms of this Agreement, the rights granted to it, and the obligations imposed on it by this Agreement, and its performance of this Agreement, do not breach, violate, or conflict with any other agreement(s) to which it is a party.

(b) Each party hereby represents, warrants, and agrees that this Agreement upon execution is legally binding upon it.

"Grantor":

Jordan Valley Water Conservancy District

By:

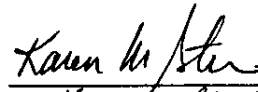


Richard P. Bay
General Manager

"Grantee":

Utah Department of Transportation

By:



Name:

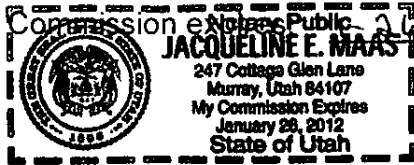
Karen M. Stein

Title:

Deputy Director of Right of Way

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

The foregoing instrument was acknowledged before me this 5 day of April, 2010, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

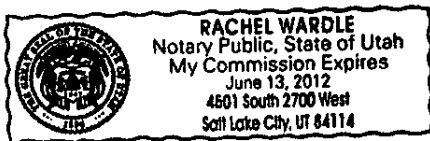


Jacqueline E. Maas
NOTARY PUBLIC
Residing in Murray, UT

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

The foregoing instrument was acknowledged before me this 25 day of March, 2010, by Varen M. Stein, in his capacity as Deputy Director of ROW of Utah Department of Transportation, an agency of the State of Utah.

Commission expires: 10-13-2012



RDC
NOTARY PUBLIC
Residing in SLC

EXHIBIT 1

DESCRIPTION OF THE PROPERTY AND RIGHT-OF-WAY

Over and across the lands of the Jordan Valley Water Conservancy District, Assessors' parcel number 3315300016; the Jordan Valley Water Conservancy District, Assessors' parcel number 3316400007; and the Jordan Valley Water Conservancy District, Assessor's parcel number 3316400006, more particularly described as follows:

Beginning at a point which is South 89°54'East 1,256.72 feet from the Southwest corner of Section 15, T4S, R1W, SLM, said point being the southeast corner of Salt Lake County Assessor's parcel number 33-15-300-016; and

Running thence North 19°35'16"West 54.17 feet along the western right of way line of Redwood Road;

Thence North 89°54'West 1,238.32 feet along the north boundary line of Salt Lake County Assessor's parcel number 33-15-300-016;

Thence North 89°52'West 1,470 feet more or less to the west boundary line of Salt Lake County Assessor's parcel number 33-16-400-006;

Thence South 0°33' West along said west boundary line 50 feet more or less to the southwest corner of said parcel number 33-16-400-006;

Thence easterly along the south lines of Sections 16 and 15 T4S, R1W, SLM 2,727 feet more or less to the point of Beginning.

Less and excepting therefrom lands owned by the Welby Jacob Canal Company (Salt Lake County Assessor's parcel number 33-16-400-002).

EXHIBIT 2

DESCRIPTION OF GRANTEE'S PROPERTY

Parcel Identification No: 33-16-300-018-000

A parcel of land in fee, situate in the N½ SW¼ of section 16, T4S, R1W, SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at a point which is 978.11 ft East from the Southwest corner of the Northwest ¼ of the Southwest ¼ of said Section 16; thence East 817.96 ft; thence N 56°55'59" W 976.05 ft; thence South 532.55 ft to the point of beginning. The above described parcel of land contains 217,803 sq ft or 5.00 acres, more or less.

EXHIBIT 3

DESCRIPTION OF TREATMENT PLANT RIGHT-OF-WAY

The west 50 feet of the following described tract of land in Salt Lake County, State of Utah:

Part of the W. $\frac{1}{2}$ of Sec. 16, T. 4S, R. 1W, SLM. Beginning at a point on the section line 493.63 ft. S. $0^{\circ}26'31''$ W. of the NW corner of said Section 16, said point of beginning being on the Southerly bank of the Provo Reservoir Co. Canal, thence running SEly along said canal bank as follows: S. $48^{\circ}52'31''$ E. 536.50 feet thence S. $30^{\circ}48'48''$ E. 832.73 feet thence S. $51^{\circ}14'55''$ E. 378.88 feet thence S. $80^{\circ}35'06''$ E. 172.60 feet thence S. $73^{\circ}40'34''$ E. 16.04 feet more or less, to the east line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 16; thence S. $0^{\circ}24'32''$ W. 814.25 feet thence S. $89^{\circ}53'01''$ E. 1322.15 feet, more or less to the center of said Sec. 16, thence S. $0^{\circ}22'33''$ W. 1320.0 feet, thence N. $89^{\circ}53'01''$ W. 846.08 feet; thence N. $56^{\circ}55'59''$ W. 2077.91 ft. thence S. $0^{\circ}24'16''$ W. 810.92 feet thence N. $89^{\circ}35'44''$ W. 50.0 feet to the W. line of Sec. 16, thence N. $0^{\circ}24'16''$ E. 1000.0 feet more or less to the W. $\frac{1}{4}$ corner of Sec. 16, thence N. $0^{\circ}26'31''$ E. 2150.0 feet to the point of beginning.