

WHEN RECORDED RETURN TO:

Original: Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers, Real Estate Division
1325 J Street
Sacramento, CA 95814-2922

Copy: State of Utah
School & Institutional Trust Lands Administration
Attention: Ms. Elise L. Erler, Project Manager
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

Ent: 294045 - Pg 1 of 7
Date: 9/24/2007 12:58 PM
Fee: \$0.00 NO CHARGE
Filed By: MC
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: THE STATE OF UTAH

No documentary transfer tax due



Attorney-Advisor

STATE OF UTAH

EASEMENT

The State of Utah, by and through the School and Institutional Trust Lands Administration, hereinafter referred to as "**Grantor**," in consideration of the sum of THIRTY-SEVEN THOUSAND ONE HUNDRED DOLLARS 00/100 (\$37,100.00), receipt of which is hereby acknowledged, does hereby grant an easement interest as set forth in the Offer to Grant Easement, the terms of which are incorporated herein by reference, executed on August 15, 2007 to the **UNITED STATES OF AMERICA**, hereinafter referred to as "**Government**," in, upon, over and across the following described property located in the County of Tooele, State of Utah, as set forth in Exhibit "A" attached hereto and made a part hereof, subject only to the existing easements and rights as set forth in the attached Exhibit "B" attached hereto and made a part hereof. Assignment of the easement shall be permitted only with **Grantor's** prior written consent, which consent shall not be unreasonably withheld.

Said easement is granted subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

The purpose of this easement shall be to allow the **Government** the non-exclusive right to investigate, move and remove equipment and supplies, and perform other such activities necessary to conduct geophysical investigations of the ground and ground water in the vicinity of the easement lands and to provide access thereto over existing access roads. The **Grantor** shall not be responsible for any cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said access roads or any of the investigation areas.

Grantor reserves the right to relocate or modify the location of the easement, in whole or in part, as may be necessary to satisfy the interests of **Grantor** for the use of the dominant estate or adjoining lands, provided that the cost of such relocation shall be at **Grantor's** expense and provided

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Easement No. DACA05-9-07-0032
State of Utah Easement No. 1302

that the relocated portion of the easement shall only be those access roads included in this easement and not the groundwater monitoring wells or other such facilities. The relocated or modified easement shall provide the **Government** with access such as is necessary to fulfill the purposes of this easement.

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 easement property where such uses are appropriate or compatible to the **Government's** uses or to dispose of the property by sale or exchange.

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.

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the easement lands are and shall remain the property of **Grantor**. The Government agrees to cease all activity on the easement lands and immediately notify **Grantor** if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the easement lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of **Grantor**.

Grantor reserves the right to inspect the area subject to the easement at any time and recall the Government for correction of any violations of stipulations contained herein. If the Government fails to correct such violations within a reasonable time **Grantor** may, after thirty (30) days written notice, re-enter and terminate this easement.

Upon expiration or termination of this easement, the **Government** or its assigns shall assure that damage done to the real property as a result of the **Government's** construction activities in removing the monitoring wells, equipment, facilities and appurtenances, located on a parcel adjacent to Tooele City Property, will, at its sole discretion, either repair such damage or make an appropriate settlement with the **Grantor**. The extent of any repair or settlement will be for the restoration of the existing ground contour and the establishment of a groundcover of grass, to the condition of the easement area prior to the removal of the facilities. The **Government's** liability under this clause is only to the extent provided by Congress in the Federal Torts Claims Act (28 U.S.C. § 2671 et. seq.) and may not exceed appropriations available for such payment. Nothing contained in this easement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the **Grantor** may have to make a claim under applicable laws for any damages other than those provided for herein.

TO HAVE AND TO HOLD the same unto said **Government** and its assigns, for thirty (30) years from the date of signing of this instrument by both parties. **Grantor** claims title in fee simple to the lands underlying the easement, and shall warrant title to the easement lands only against those claiming by, through and under Grantor.

**Easement No. DACA05-9-07-0032
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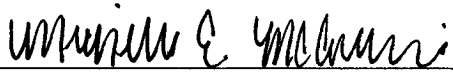
This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah.

IN WITNESS WHEREOF, the **Grantor** hereunto set its hands this 15 day of August, 2007.



KEVIN S. CARTER, DIRECTOR
STATE OF UTAH
School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

Approved as to Form:




Michelle E. McConkie
Special Assistant Attorney General

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property granted by the foregoing Easement, dated August 15, 2007, from THE STATE OF UTAH to the UNITED STATES OF AMERICA, is hereby accepted by the undersigned officer on behalf of the United States of America, and the Grantee consents to recordation thereof by its duly authorized officer.

9/10/07
Date



SHARON CAINE
Chief, Real Estate Division
U.S. Army Engineer District, Sacramento

REVIEWED AS TO FORM AND CONTENT:


ATTORNEY

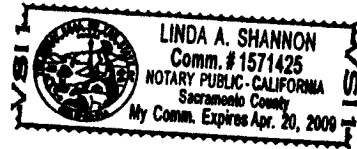
GENERAL CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On 10 September 2007 before me, Linda A. Shannon, Notary Public, personally appeared Sharon Caine, personally known to me 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 signatures on the instrument the person or the entity upon behalf of which the person acted, executed the Instrument.

WITNESS my hand and seal.



Signature *Linda A Shannon*

(Seal)

OPTIONAL INFORMATION

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The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

CORPORATE OFFICER:
CHIEF, REAL ESTATE DIVISION
US ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
DESCRIPTION OF ATTACHED DOCUMENT:

STATE OF UTAH - EASEMENT

Title or Type of Document

5
Number of Pages

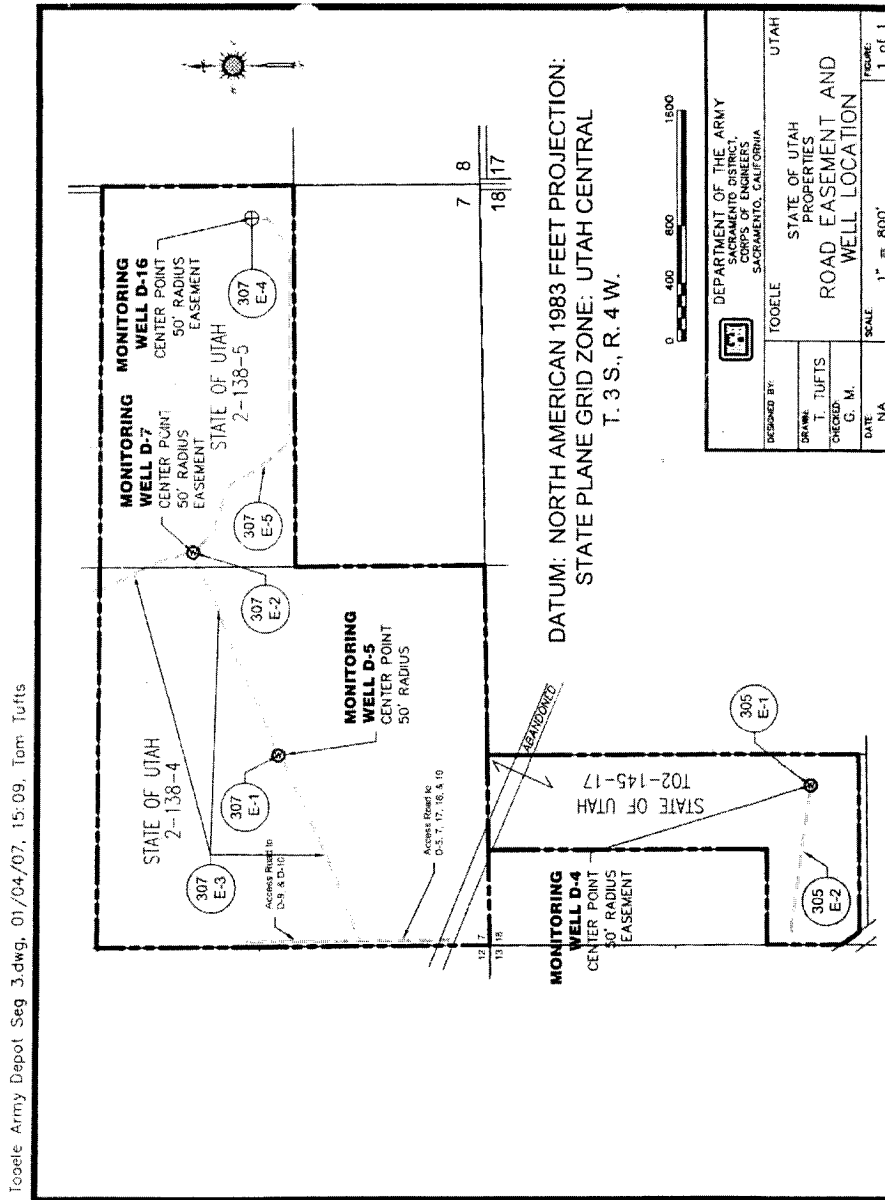
August 15, 2007
Date of Document

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EXHIBIT "A"

Easement (shown in map below) is located within the following tracts or parcels of state trust land situated in the County of Tooele, State of Utah:

Township 3 South, Range 4 West, SLB&M
 Section 7: Lot 3 (all), Lot 4 (all), E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 18: Lot 1 (E $\frac{1}{2}$), Lot 2 (E $\frac{1}{2}$ and SW $\frac{1}{4}$).



**Easement No. DACA05-9-07-0032
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EXHIBIT "B"

Existing rights and easements on the land described in Exhibit "A":

DEVL 15 – Perpetual easement for waterline:

Tooele County
47 South Main Street
Tooele, UT 84074-2194

ESMT 464 – Right of way for utilities:

Tooele County
Attn: County Engineer
47 South Main Street
Tooele, UT 84074-2194

GP 22599 – Grazing permit:

Clegg Livestock Company Inc.
8 South 1st East
Tooele, UT 84074-2117

ROW 16 – Right of way for railroad:

Western Pacific Railroad
c/o Union Pacific Division Engineer
406 West 400 South
Salt Lake City, UT 84101-1108