

Entry No. 415240
Recorded 4-29-88 11:28 AM
Bk. 403 Pg. 402 Fee None
407
Lilly Mae Noorlander

Form Approved 8/16/85

E A S E M E N T

Secondary Road
Fund: School
Right of Way No. 3232

Lilly Mae Noorlander
Recorder of Grand County ⁰⁴

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$3046.00, plus a \$50.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay \$20.00 to the GRANTOR on or before January 1, 1990, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Grand County, 125 East Center, Moab, UT 84532, GRANTEE, an easement for a secondary road, 5026 feet long and 66 feet wide, 33 feet on either side of the centerline to-wit, on State lands described as follows:

T26S, R22E SLB&M Grand Co.
Sec. 17: SW4
Sec. 18: E2

A strip of land 66.0 ft. wide, 33.0 ft. each side of the following described centerline: Beginning at sta. 23+46.3, the Initial Point of this strip description, said Initial Point being on the sec. line N 89°59'W 1188.3 ft. from the S. 1/4 cor. Sec. 17, T26S, R22E, SLB&M, and proceeding thence with a tangent N 4°56'W 564.8 ft. to a P.C. at sta. 29+11.1, thence to the left along a 802.4 ft. radius curve 625.2 ft. (chord bears N 27°15'W 609.5 ft.) to a P.T. at sta. 35+36.3, thence with a tangent N 49°34'W 244.0 ft. to an angle point at sta. 37+80.3, thence with a tangent N 45°09'W 563.8 ft. to a P.C. at sta. 43+44.0, thence to the left along a 735.7 ft. radius curve 171.1 ft. (chord bears N 51°49'W 170.7 ft.) to a P.T. a sta. 45+15.1, thence with a tangent N 58°29'W 534.5 ft. to a P.C. at sta 50+49.6, thence to the right along a 388.9 ft. radius curve 461.1 ft. (chord bears N 24°31'W 434.6 ft.) to a P.T. at sta. 55+10.7, thence with a tangent N 9°27'E 1357.9 ft. to a P.C. at sta. 68+68.5, thence to the right along a 397.2 ft. radius curve 96.4 ft. (chord bears N 16°24'E 96.2 ft.) to the terminal point at sta. 69+64.9, said terminal point being on the section line S 0°01'E 70.8 ft. from the N. 1/16 corner to Sections 17 & 18, T26S, R22E, SLB&M, ALSO: beginning at said sta. 37+80.3 and proceeding thence N 32°42'E 503.5 ft. to a found "Tee Iron" at the West corner Lots 31 & 32, Sec. 17, T26S, R22E, SLB&M, said "Tee Iron" bears North 1686.9 ft. and West 1429.7 ft. from the South 1/4 corner said Sec. 17. Containing 7.96 acres.

Right of way is identified on map attached hereto as Appendix "A" and incorporated herein by reference.

TO HAVE AND TO HOLD until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

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

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said secondary road. In event the same is not removed within sixty (60) 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.

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.

THE GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the GRANTEE will be reimbursed for such costs in accordance with the applicable rules and regulations. 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. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

GRANTEE shall surrender to GRANTOR said lands in 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.

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.

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

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 right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

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. GRANTEE shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

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.

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 (30) days written notice, re-enter and terminate this grant.

This EASEMENT shall be interpreted and governed by the laws of the State of Utah.

Right of Way No. 3232
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IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands and Forestry, has caused these presents to be executed this 9th day of September, 1987 by the Director.

GRANTOR: STATE OF UTAH
Division of State Lands
and Forestry
355 West North Temple
3 Triad Center, Suite 400
Salt Lake City, UT 84180

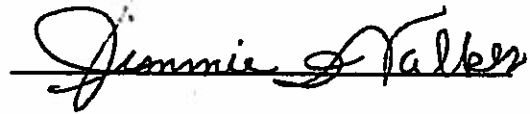
By:


PATRICK D. STURGEON, DIRECTOR

S.B.

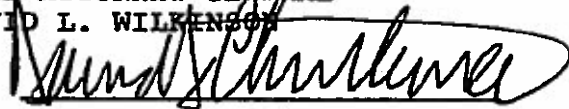
GRANTEE: Grand County
125 East Center
Moab, UT 84532

By:



APPROVED AS TO FORM:
UTAH ATTORNEY GENERAL
DAVID L. WILKINSON

BY:

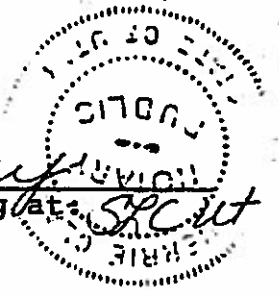


STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 9th day of September, 1987, personally appeared before me Patrick D. Spurgin, who being by me duly sworn did say that he is the Director of the Division of State Lands and Forestry of the State of Utah and signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 9th day of September, 1987.

Cherise Clay
Notary Public, residing at SPC ut



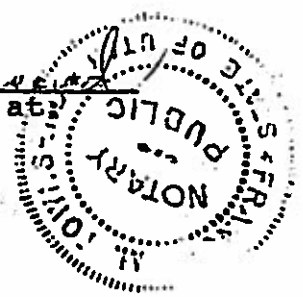
My Commission Expires: 6/26/88

STATE OF UTAH)
 : ss
COUNTY OF GRAND)

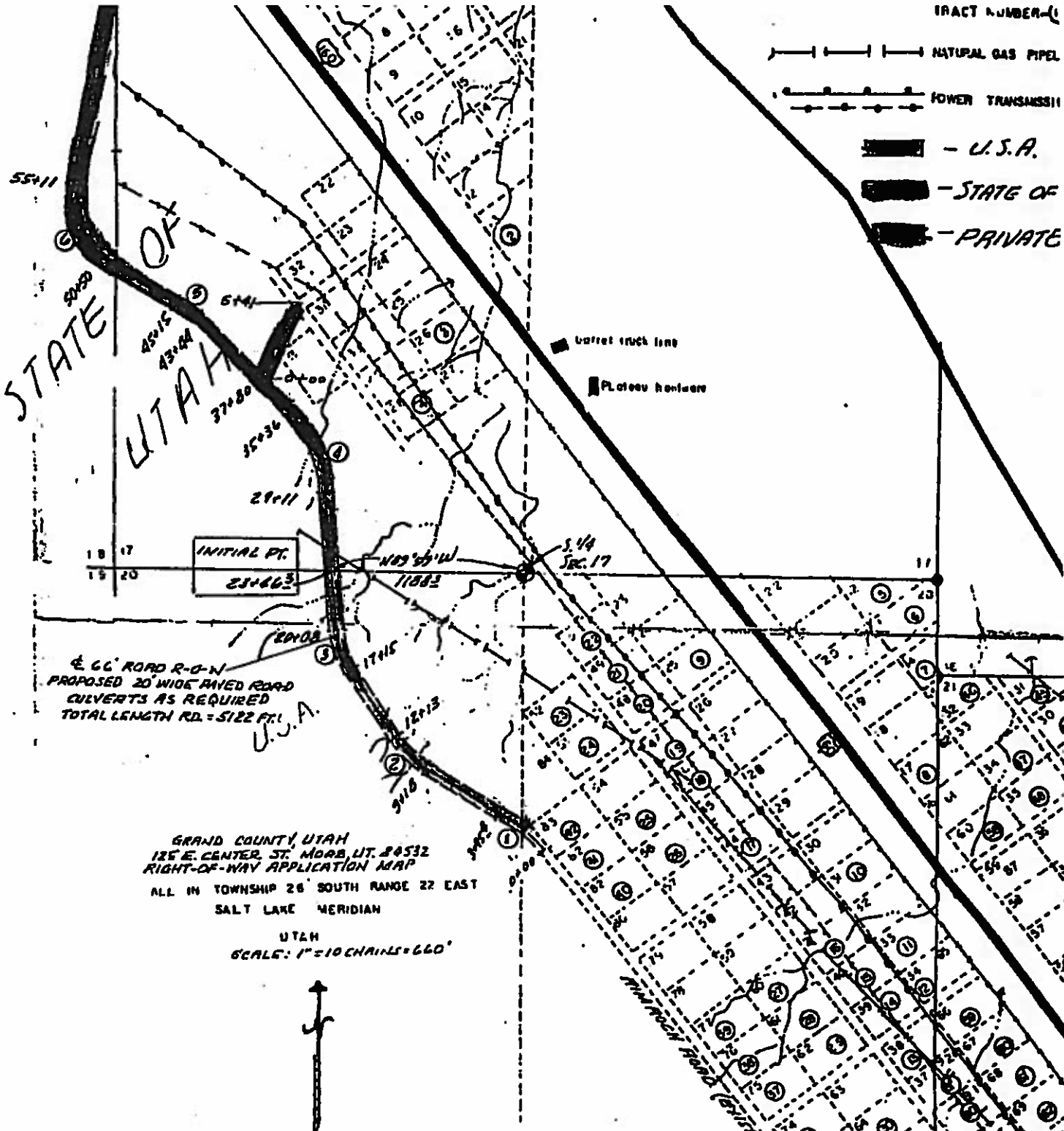
On the 28 day of August, 1987, personally appeared before me Jimmie R. Walker, who being by me duly sworn did say that he is the Chairman of Grand County Commission and said he acknowledged to me that said company executed the same.

Given under my hand and seal this 28th day of August, 1987.

Francis M. Jensen
Notary Public, residing at Moab, Utah

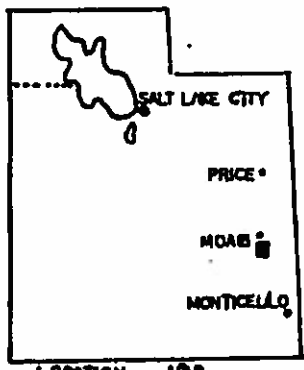


My Commission Expires: 1/15/91



GRAND COUNTY, UTAH
 125' E. CENTER ST. MOAB, UT. 84532
 RIGHT-OF-WAY APPLICATION MAP
 ALL IN TOWNSHIP 26 SOUTH RANGE 22 EAST
 SALT LAKE MERIDIAN

UTAH
 SCALE: 1" = 10 CHAINS = 660'



LOCATION MAP

CURVE TABLE

CURVE	DELTA	RADIUS	TAN.	LENGTH	CHORD
1	21° 23' 03"	1059.3	200.0	395.4	393.1
2	26° 01' 56"	648.89	150.0	294.8	292.3
3	28° 15' 28"	595.90	150.0	293.9	290.9
4	44° 38' 39"	802.40	329.5	625.2	609.5
5	13° 19' 21"	735.67	85.9	171.1	170.7
6	67° 55' 35"	388.92	262.0	461.1	434.6
7	45° 10' 25"	397.24	165.3	313.2	305.2