Daggett County, Utah

GRANT OF TEMPORARY CONSTRUCTION EASEMENT
PROJECT: UT FLAP 218(1)
Sheep Creek Geologic Loop

THIS AGREEMENT made effective this 12th day of May, 2022 (the **Effective Date**) by and between **BRIAN L. FORBES AND PRISCILLA A. FORBES, TRUSTEES OF THE BRIAN L. FORBES LIVING TRUST DATED SEPTEMBER 8, 2004**, hereinafter referred to as **GRANTOR**, and **DAGGETT COUNTY UTAH**, hereinafter referred to as **GRANTEE**.

WITNESSTH

1. **GRANT OF EASEMENT.** For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, provided to GRANTOR by GRANTEE, GRANTOR, does hereby grant, bargain, sell, convey and warrant unto GRANTEE, its successors, transferees and assigns, a non-exclusive, temporary construction easement (the Easement) along a route, for the purpose of the construction, installation, inspection, maintenance, alteration, replacement, repair of roads, bridges, installation of a cattle guard, and appurtenant facilities thereto, on, over, across, through, and upon GRANTOR lands that parallel Sheep Creek Road 218(1) situated in the County of Daggett in the State of Utah, which strips of land are more particularly described and shown on the construction plan and profile sheets for Project UT FLAP 218(1), Sheep Creek Geologic Loop (the Project), which construction plans and profile sheets are (the **Project Plans**) attached hereto as Exhibit "A". The Easement shall run parallel to the Right-of-Way granted to the United States of America as provided by that certain Right-of-Way Deed dated April 19, 1963 and recorded in the Daggett County Recorder's Office at Book 833, page 256, on May 21, 1963.
2. **TERM.** Said easement shall terminate and expire (24) twenty-four months from the Effective Date of this Agreement, or upon completion of construction, whichever shall first occur. GRANTOR agrees that this Easement shall allow GRANTEE, its contractors, agents and employees, with such necessary equipment, to enter upon and have access to the Easement for the purpose of construction and completion of the Project.
3. **CONSIDERATION.** GRANTEE shall compensate GRANTOR for any physical damage not repaired, to growing crops, fences, or other structural improvements caused by construction, maintenance,

operation, repairing, alteration, replacement or removal of said roads and appurtenant facilities; provided, however, that no damages shall be paid for fences, ditches, or other structures or improvements constructed upon the Easement property subsequent to the execution of this Agreement. GRANTOR must make a written claim to GRANTEE for damages to growing crops, fences, or other structural improvements caused by construction, maintenance, operation, repairing, alteration, replacement or removal of said roads and appurtenant facilities.

As additional consideration the granting of this Easement, the GRANTEE shall cause to be constructed a 24-foot-wide cattle guard at Station 85 + 47 as shown on the Project Plans, install new fence into existing fence, and insure that there are no gaps in the fence line, all of which shall be installed and completed prior to the termination or expiration of the Easement. Such work shall be performed in a good and workmanlike manner, and GRANTOR'S property shall be otherwise restored to its same physical condition prior to the installation. Without limiting the generality of the above, all rock and debris shall be removed or buried, and the ground cover restored.

4. **NO MINERAL INTEREST GRANTED**. This Easement **does not** convey any interest whatsoever in any oil, gas or other minerals in, or, or under the easement property as described and shown on the Project Plans. No right of access is provided to the general public to any portion of this Easement or GRANTOR'S property is provided by this Easement.

5. **EASEMENT NOT RECORDED**. This Grant of Easement shall not be recorded in the Daggett County Recorder's Office.

6. **COMPLETE INSTRUMENT**. This instrument contains the entire agreement of the Parties and there are no other or different agreements or understandings between GRANTOR and GRANTEE or its agents. GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or other representations by GRANTEE or its agents and employees, except as set forth herein.

7. **PARTIES BOUND**. This Easement shall be binding upon and shall be for the benefit of the heirs, executors, administrators, successors, receivers, trustees, representatives and assigns of GRANTOR and GRANTEE, whether assigned devised, bequeathed or otherwise transferred in whole or in part by either of the Parties hereto, and the agreements herein contained shall be covenants running with the land for the time period that the Easement shall be effective.

8. **PREVAILING PARTY FEES AND EXPENSES**. In the event a dispute arises between the Parties arising out of or related to this Easement, and the dispute is not resolved by agreement, then the prevailing Party in the litigation or other forum wherein the dispute is resolved, shall be entitled to be paid its actual attorneys' fees and expenses, expert witness fees and expenses, transcript fees and expenses, copying expenses, court or other forum costs, and all other reasonable costs of litigation necessary to prosecute or defend the dispute.

9. **AMENDMENTS**. This Easement shall only be amended, changed or modified in writing executed by GRANTOR and GRANTEE, with the same formalities.

10. **CONSTRUCTION AND ENFORCEMENT**. This Easement shall be construed and enforced in accordance with the laws of Utah without regard to its choice of law or conflicts of law provisions. Wherever in this Agreement it is provided that either Party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

11. **COUNTERPART EXECUTION**. This Easement be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. **NOTICES**. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their last known addresses, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

13. **WAIVER**. No waiver of any breach of any promise, covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same promise, covenant or agreement or as a waiver of any breach of any other promise, covenant or agreement, and in case of a breach by either party of any promise, covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments

or performance were accepted by it. This Easement shall be construed against any such implicit waiver or renunciation of right after breach.

All promises, covenants, and agreements specifically set forth in this Easement shall survive the termination and expiration of the Easement as may be necessary or convenient to enforce such promises, covenants, and agreements contained herein.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed and delivered this Easement this ____ day of May, 2022.

GRANTOR

BRIAN L. FORBES LIVING TRUST DATED SEPTEMBER 8, 2004

By: _____
BRIAN L. FORBES, TRUSTEE

By: _____
PRISCILLA A. FORBES, TRUSTEE

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by **BRIAN L. FORBES AND PRISCILLA A. FORBES**, who represented that they are the Trustees of the **BRIAN L. FORBES LIVING TRUST DATED SEPTEMBER 8, 2004**, on this ____ day of May, 2022.

_____
Notary Public

My commission expires:

_____

Terms and Conditions of this Grant of Temporary Construction Easement are acknowledged, consented to, and agreed to this ____ day of May, 2022.

DAGGETT COUNTY, UTAH
BY IT'S: COMMISSIONERS

_____
Randy Asay, Commissioner

_____
Jack Lytle, Commissioner

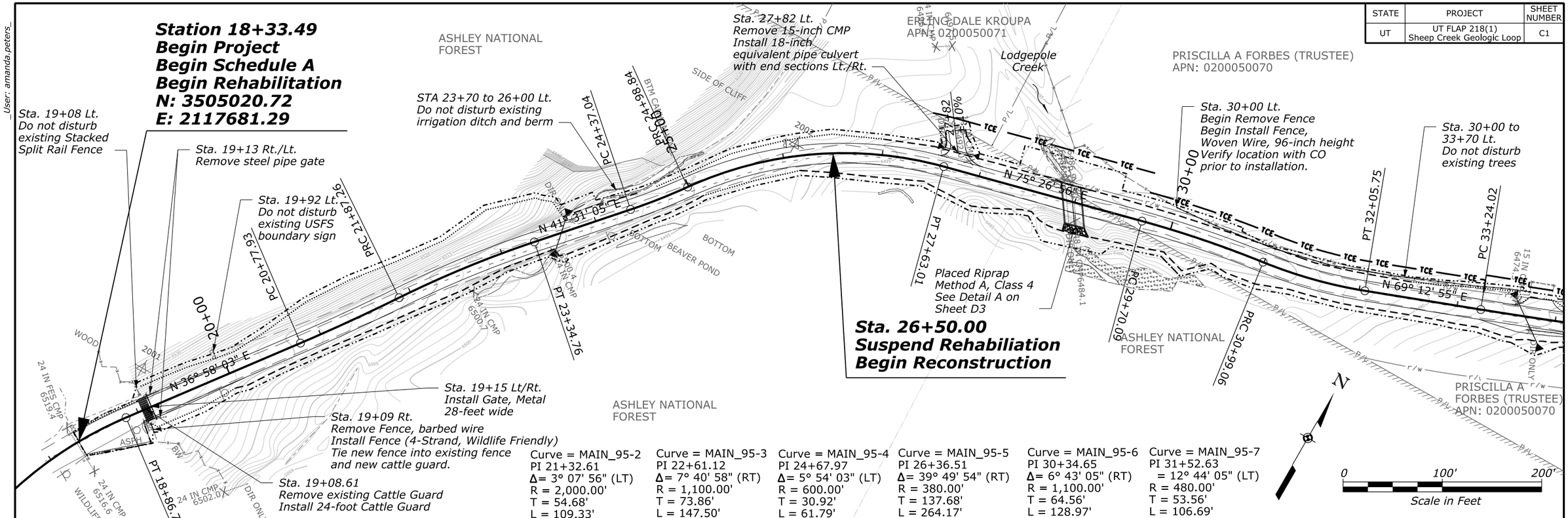
_____
Matt Tippets, Commissioner

EXHIBIT "A"

PROJECT PLANS

PLEASE SEE ATTACHED.

STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C1



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PI 21+32.61
Δ= 3° 07' 56" (LT)
R = 2,000.00'
T = 54.68'
L = 109.33'

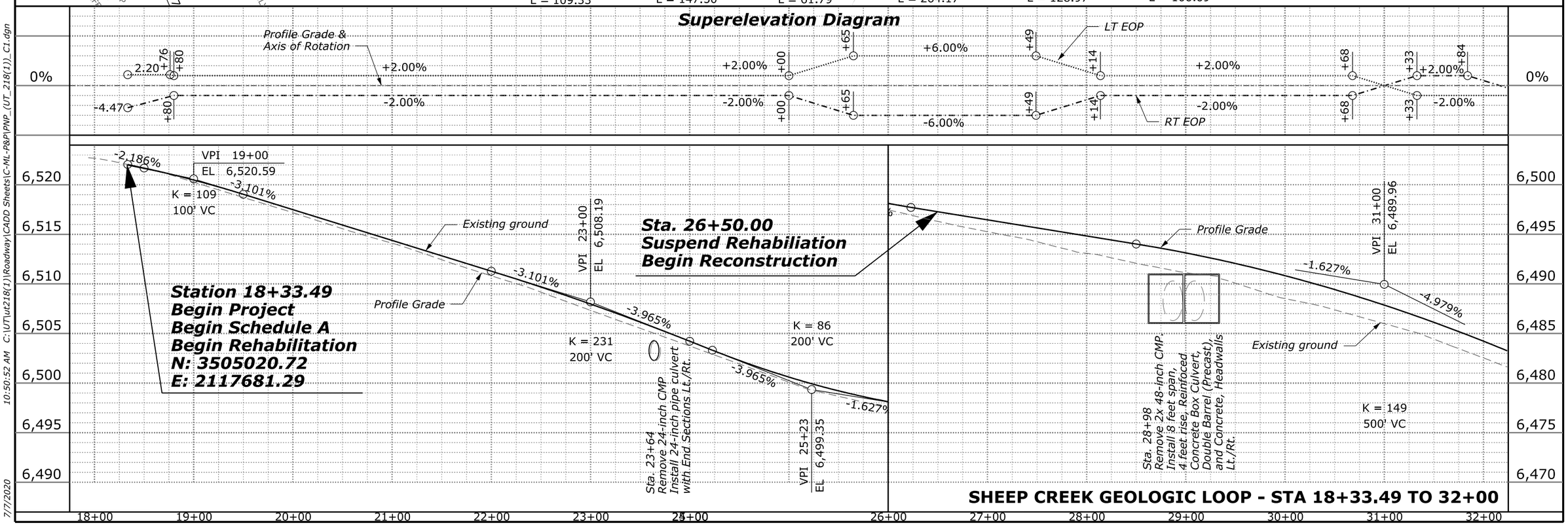
Curve = MAIN_95-3
PI 22+61.12
Δ= 7° 40' 58" (RT)
R = 1,100.00'
T = 73.86'
L = 147.50'

Curve = MAIN_95-4
PI 24+67.97
Δ= 5° 54' 03" (LT)
R = 600.00'
T = 30.92'
L = 61.79'

Curve = MAIN_95-5
PI 26+36.51
Δ= 39° 49' 54" (RT)
R = 380.00'
T = 137.68'
L = 264.17'

Curve = MAIN_95-6
PI 30+34.65
Δ= 6° 43' 05" (RT)
R = 1,100.00'
T = 64.56'
L = 128.97'

Curve = MAIN_95-7
PI 31+52.63
= 12° 44' 05" (LT)
R = 480.00'
T = 53.56'
L = 106.69'



SHEEP CREEK GEOLOGIC LOOP - STA 18+33.49 TO 32+00

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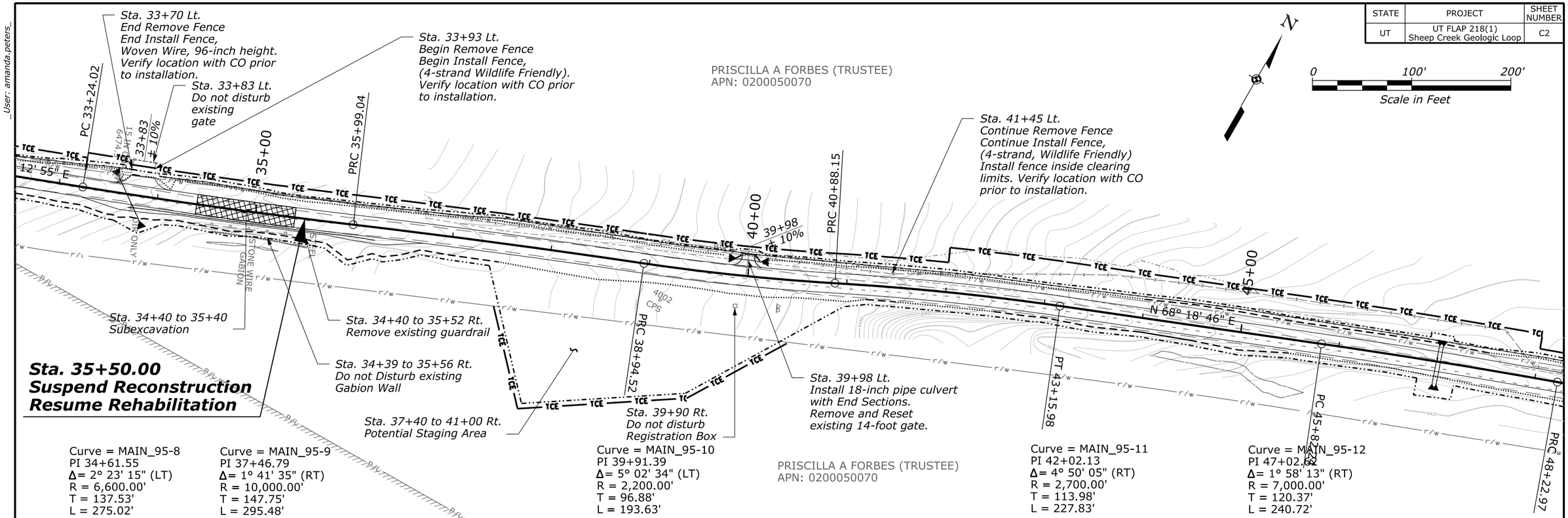
7/7/2020

STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C2



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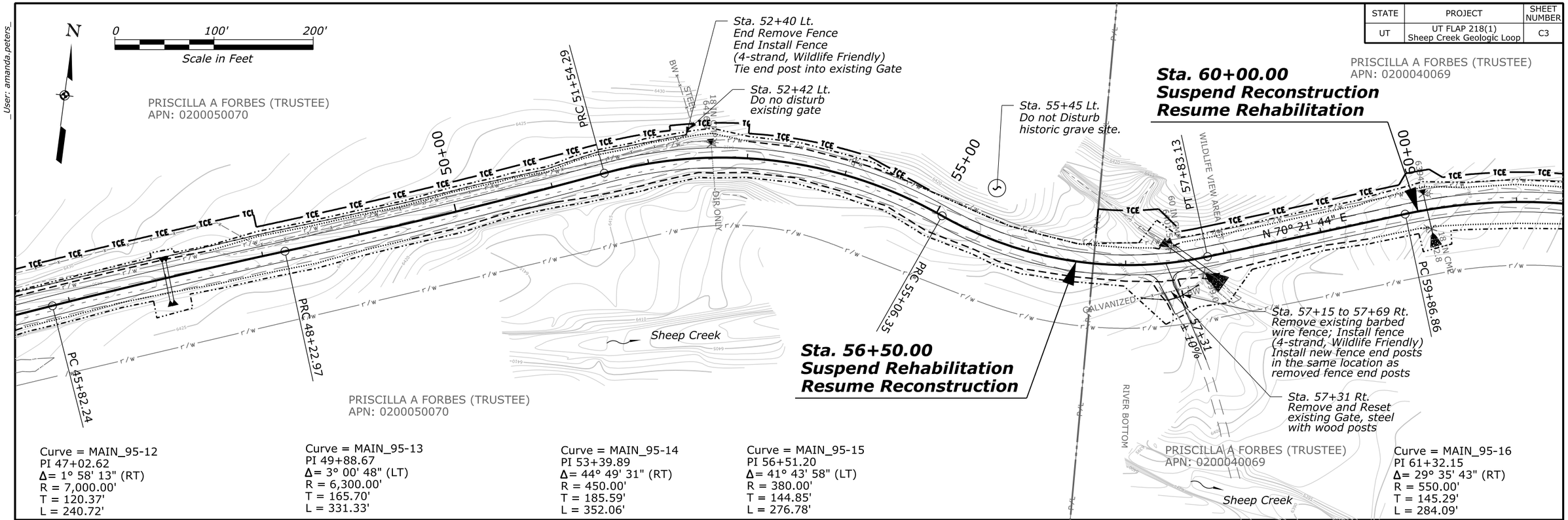
STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C3



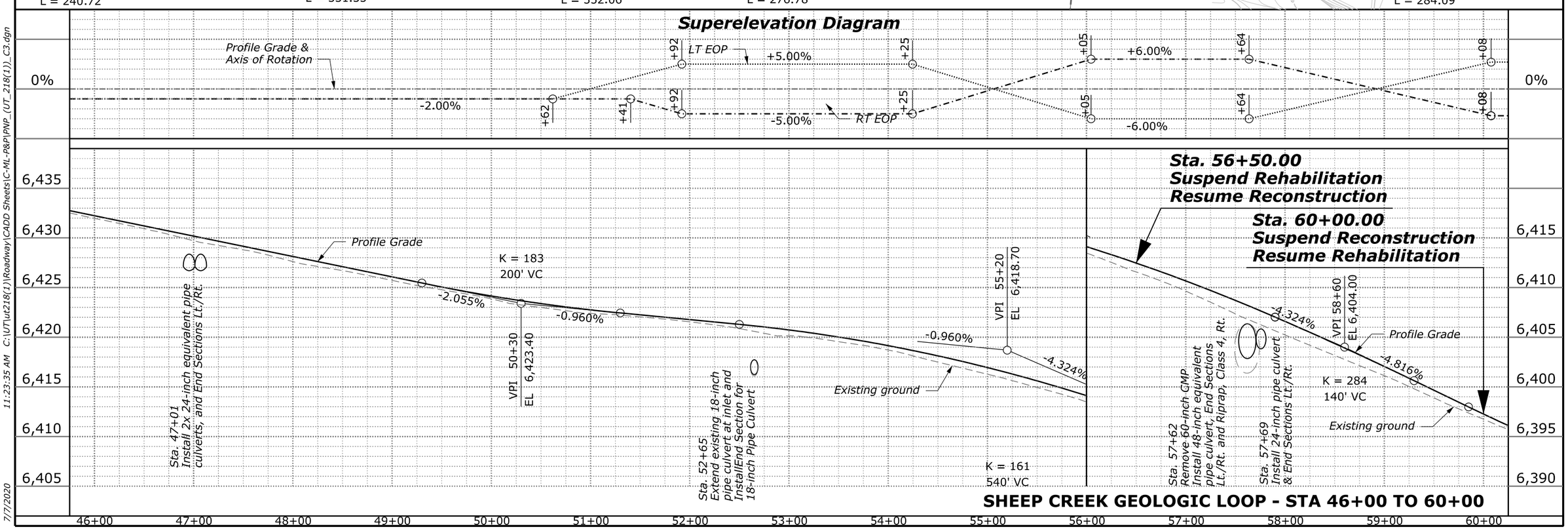
Curve = MAIN_95-12
PI 47+02.62
Δ= 1° 58' 13" (RT)
R = 7,000.00'
T = 120.37'
L = 240.72'

Curve = MAIN_95-13
PI 49+88.67
Δ= 3° 00' 48" (LT)
R = 6,300.00'
T = 165.70'
L = 331.33'

Curve = MAIN_95-14
PI 53+39.89
Δ= 44° 49' 31" (RT)
R = 450.00'
T = 185.59'
L = 352.06'

Curve = MAIN_95-15
PI 56+51.20
Δ= 41° 43' 58" (LT)
R = 380.00'
T = 144.85'
L = 276.78'

Curve = MAIN_95-16
PI 61+32.15
Δ= 29° 35' 43" (RT)
R = 550.00'
T = 145.29'
L = 284.09'



SHEEP CREEK GEOLOGIC LOOP - STA 46+00 TO 60+00

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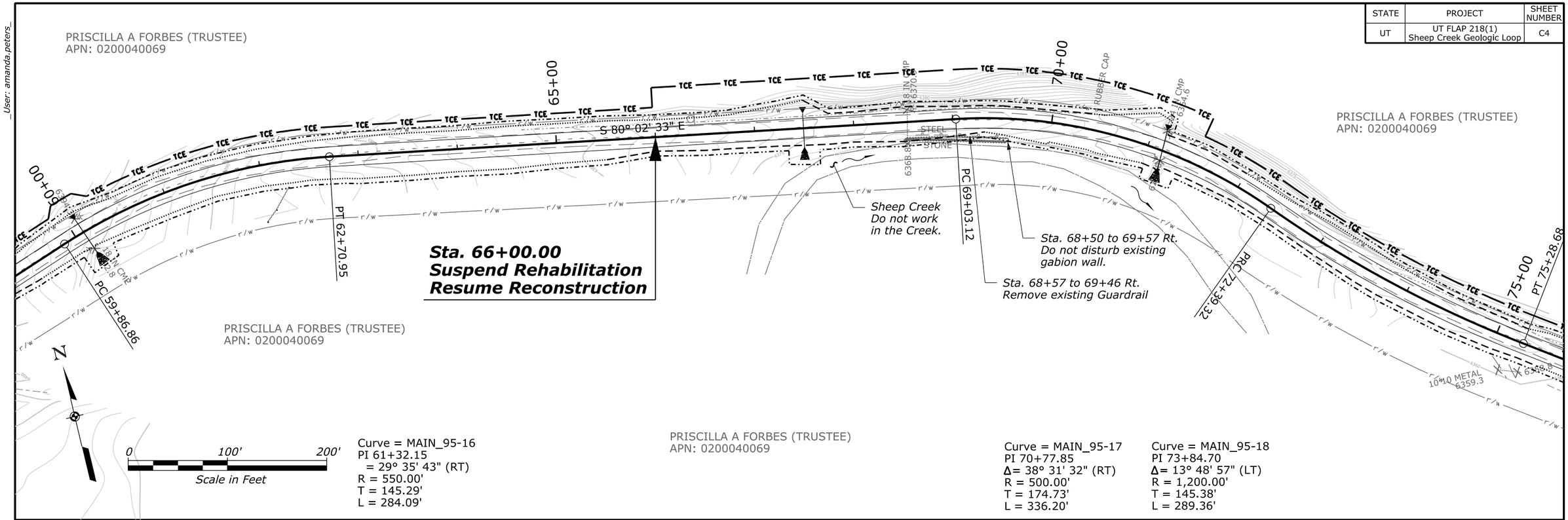
7/7/2020

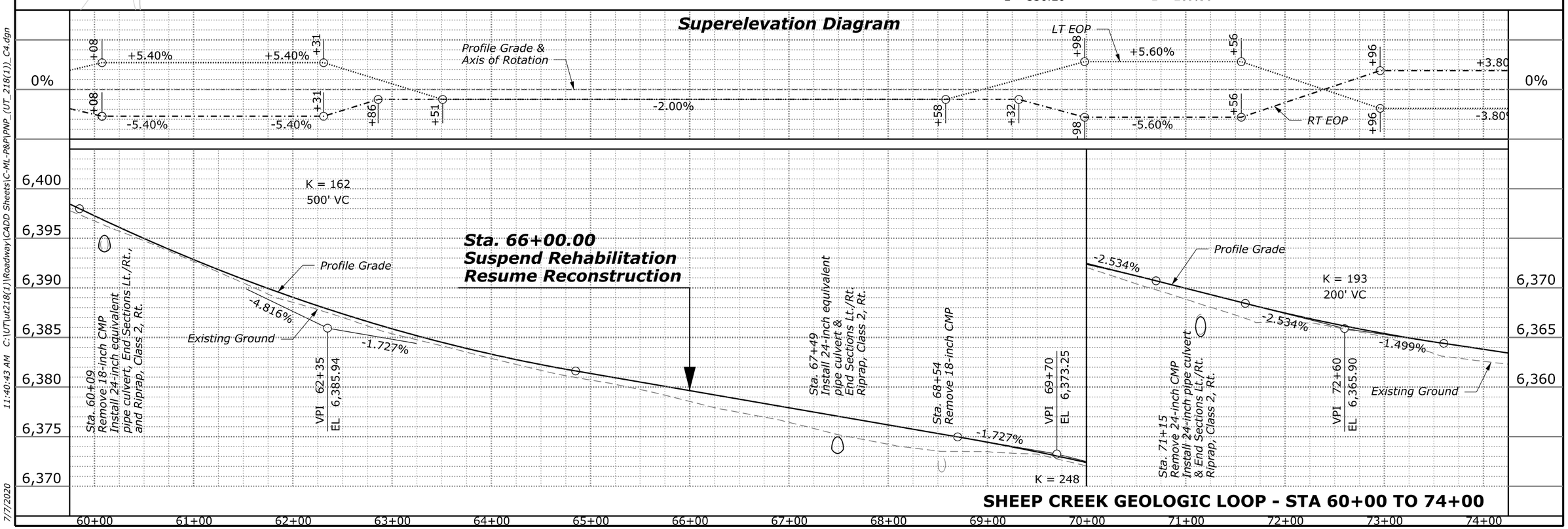
STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C4



Curve = MAIN_95-16
PI 61+32.15
= 29° 35' 43" (RT)
R = 550.00'
T = 145.29'
L = 284.09'

Curve = MAIN_95-17
PI 70+77.85
Δ= 38° 31' 32" (RT)
R = 500.00'
T = 174.73'
L = 336.20'

Curve = MAIN_95-18
PI 73+84.70
Δ= 13° 48' 57" (LT)
R = 1,200.00'
T = 145.38'
L = 289.36'



SHEEP CREEK GEOLOGIC LOOP - STA 60+00 TO 74+00

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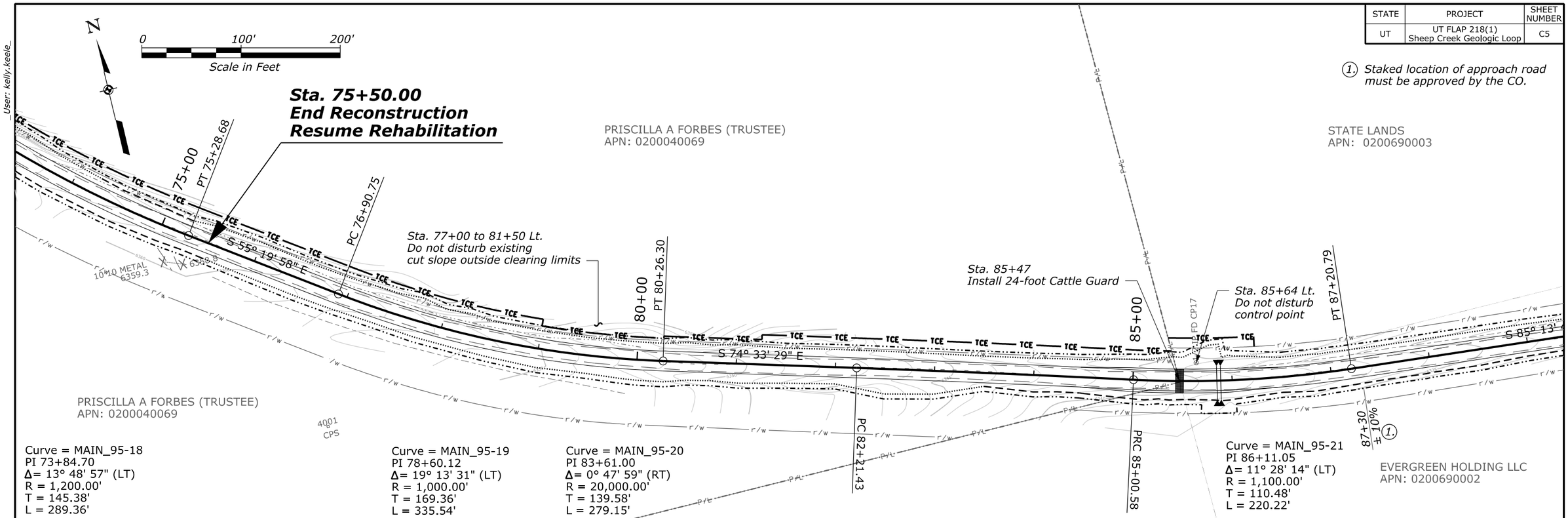
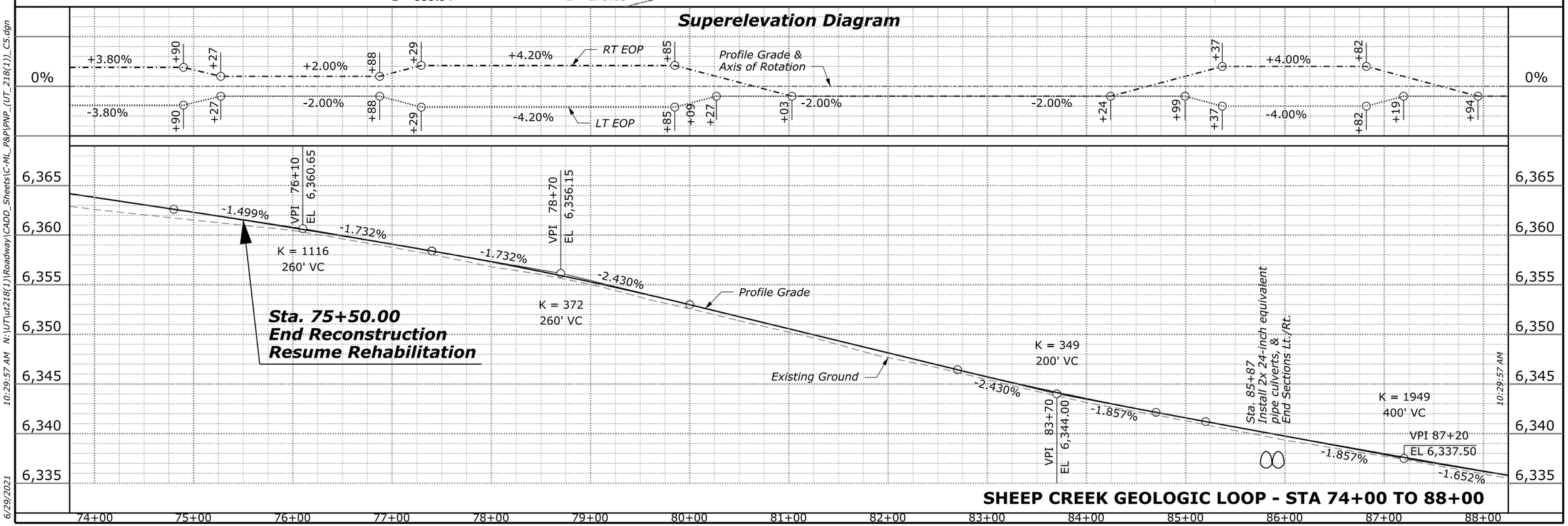
7/7/2020

STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C5





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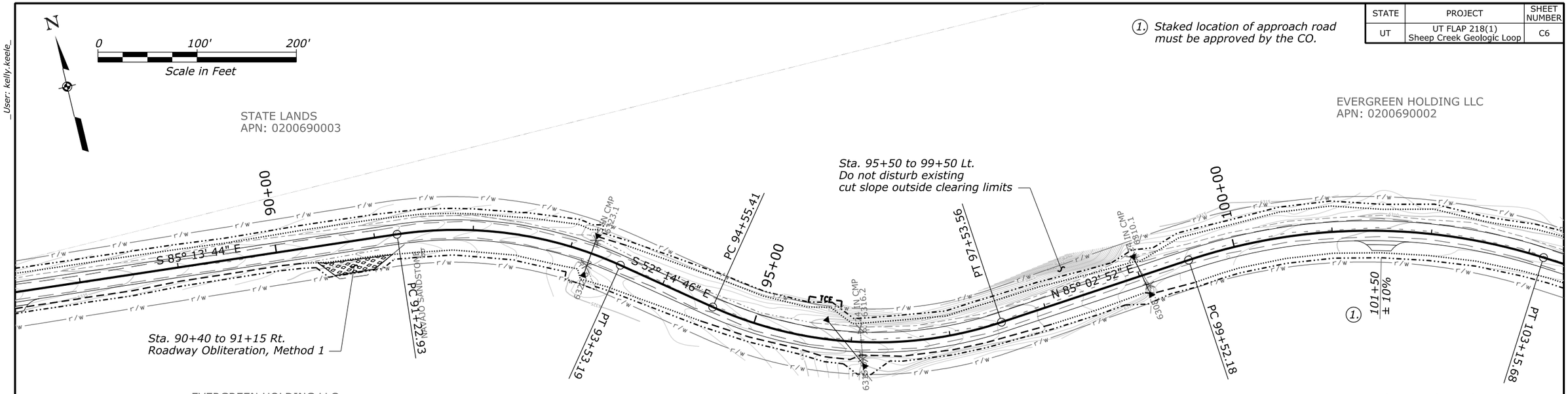
6/29/2021

STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C6

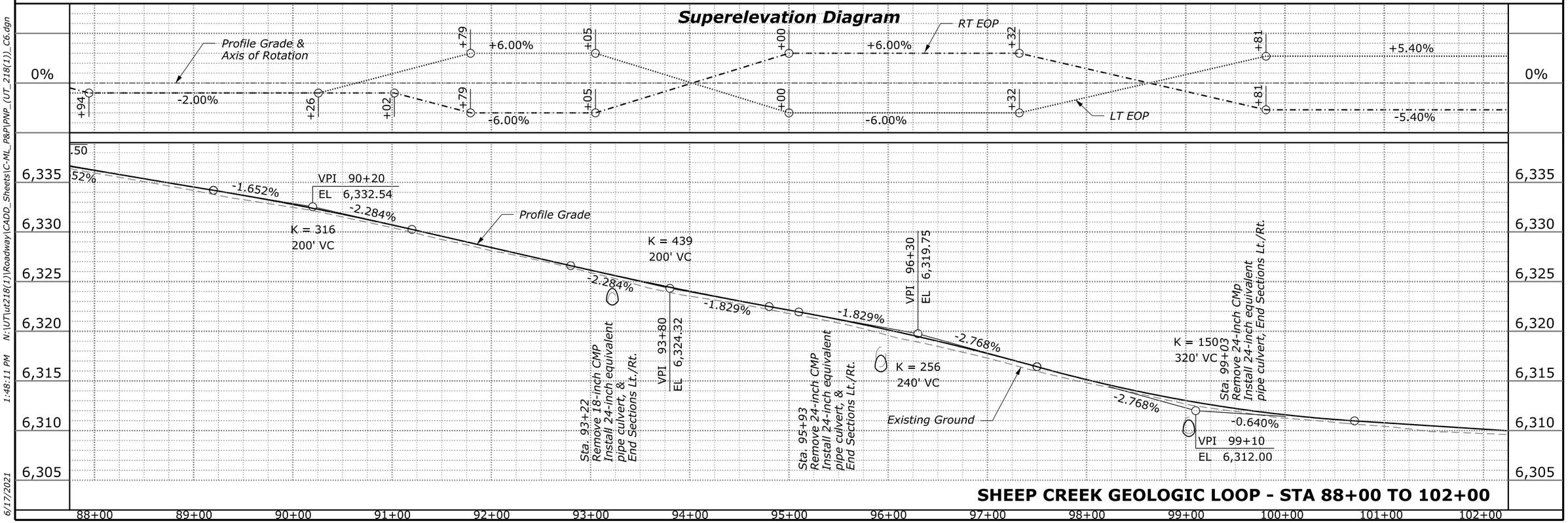
1. Staked location of approach road must be approved by the CO.



Curve = MAIN_95-22
PI 92+41.35
Δ= 32° 58' 58" (RT)
R = 400.00'
T = 118.42'
L = 230.26'

Curve = MAIN_95-23
PI 96+11.79
Δ= 42° 42' 23" (LT)
R = 400.00'
T = 156.38'
L = 298.15'

Curve = MAIN_95-24
PI 101+40.12
Δ= 35° 54' 34" (RT)
R = 580.00'
T = 187.95'
L = 363.51'



SHEEP CREEK GEOLOGIC LOOP - STA 88+00 TO 102+00

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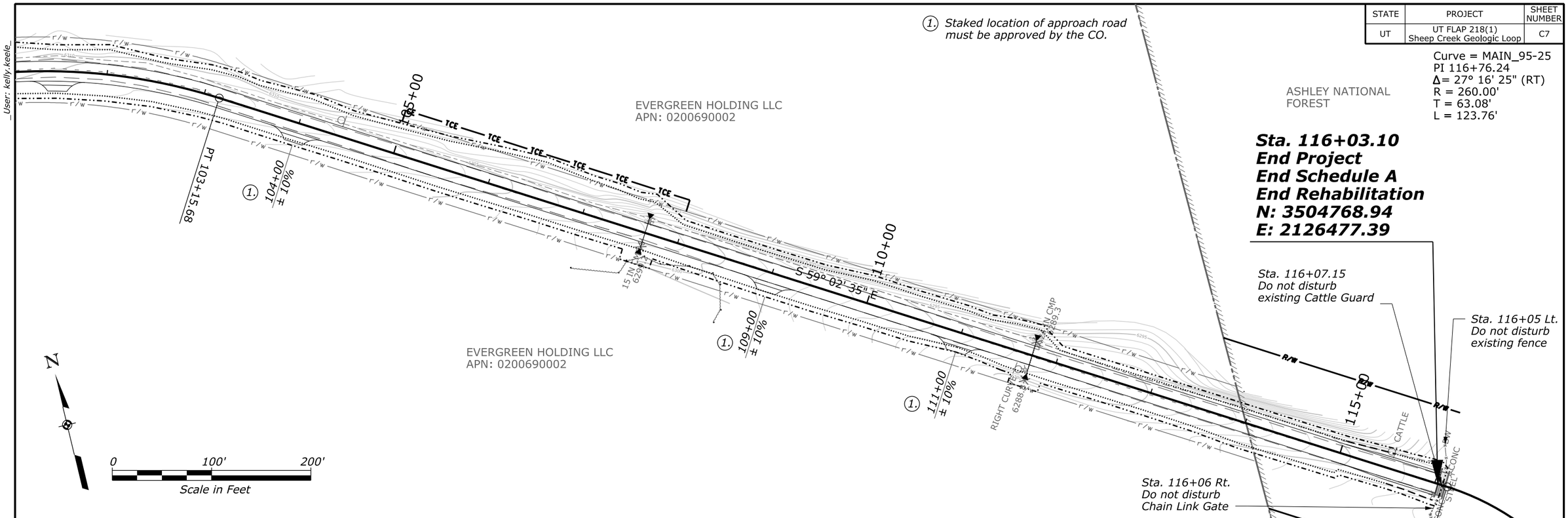
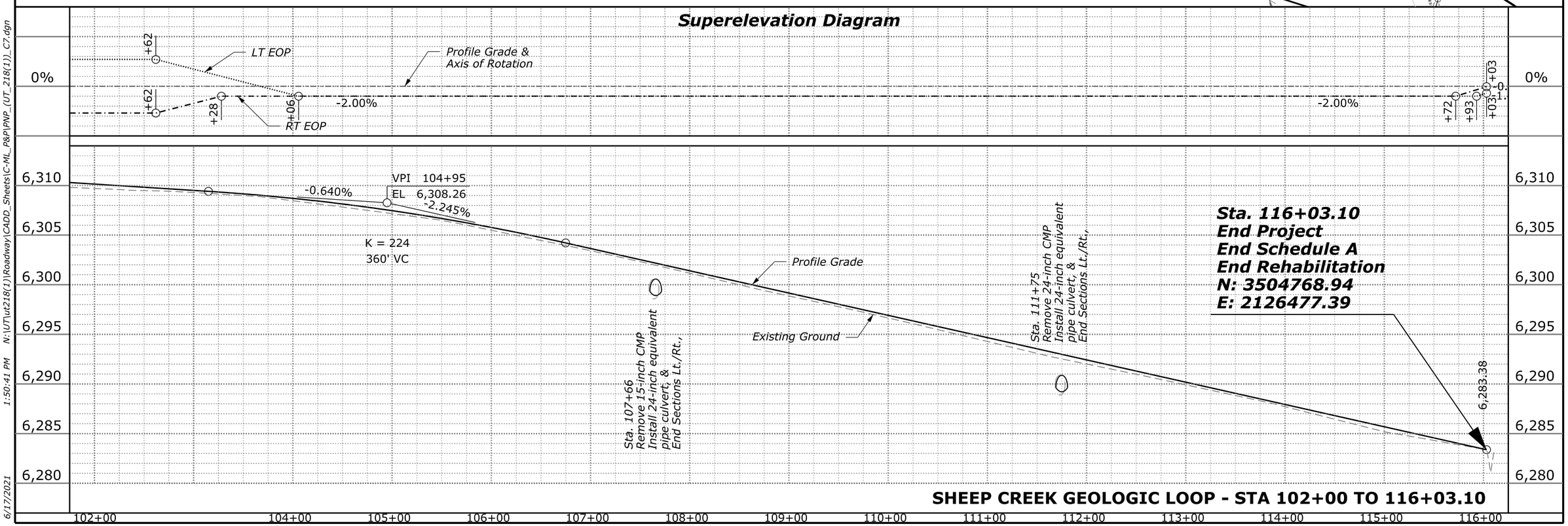
STATE	PROJECT	SHEET NUMBER
UT	UT FLAP 218(1) Sheep Creek Geologic Loop	C7

Curve = MAIN_95-25
PI 116+76.24
Δ= 27° 16' 25" (RT)
R = 260.00'
T = 63.08'
L = 123.76'





SHEEP CREEK GEOLOGIC LOOP - STA 102+00 TO 116+03.10

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6/17/2021

FENCE, GATE & CATTLE GUARD SUMMARY

Station	Side	*NO PAY REMOVAL OF CATTLE GUARD (EACH)	*NO PAY REMOVAL OF GATE (EACH)	*NO PAY REMOVAL OF FENCE (LNFT)	61901-0000 FENCE (4-STRAND, WILDLIFE FRIENDLY) (LNFT)	61901-0500 FENCE, WOVEN WIRE, 96-INCH HEIGHT (LNFT)	61902-2000 GATE, METAL, 28 FEET WIDTH (EACH)	61903-0700 CATTLE GUARD, 24 FEET (EACH)	61920-2000 REMOVE AND RESET GATE (EACH)	Remarks
19+08.61		1						1		
19+09	RT			10	10					
19+13			1							
19+15							1			
30+00 to 33+70	LT			495		495				
33+93 to 52+40	LT			1967	1830				1	Reset 14-foot Steel rail gate
57+15 to 57+69	RT			43	50				1	Reset 16-foot Steel rail gate
85+47								1		
TOTAL		**1**	**1**	**2515**	**1890**	**495**	**1**	**2**	**2**	

*** Removals are included in Item 20304-1000, Removal of Structures and Obstructions**

SEEDING AND MULCHING SUMMARY

Station to Station	62406-0300 PLACING CONSERVED TOPSOIL, 4-INCH DEPTH (ACRE)	62510-2000 SEEDING, HYDRAULIC METHOD (ACRE)	62515-2000 MULCHING, HYDRAULIC METHOD (ACRE)	Remarks
18+33.49 to 116+03.10	5.90	5.90	5.90	
TOTAL	**5.90**	**5.90**	**5.90**	

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

MISCELLANEOUS SUMMARIES

Sheet 1 of 2

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6/29/2021