



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

BRIAN C. STEED
Executive Director

Division of Forestry, Fire and State Lands

BRIAN L. COTTAM
State Forester/Division Director

RIGHT OF ENTRY PERMIT

RE: RIGHT OF ENTRY No. **410-00673**

The STATE OF UTAH, by and through the DIVISION OF FORESTRY, FIRE & STATE LANDS, PERMITTER, hereby permits the **Hutching Museum and Institute, 55 N Center Street, Lehi, Utah**, to conduct citizen science projects on state property surrounding Utah Lake and the Jordan River.

Location: State property known as “North Shore” on the shore of Utah Lake and the Jordan River

This permit is issued subject to acceptance by the PERMITTEE of the following terms and conditions:

- 1. Liability and Indemnification.** PERMITTEE shall be liable for all damage incurred in connection with any activity it undertakes or work authorized by this permit. PERMITTEE shall indemnify and hold PERMITTER harmless against any and all liability, including attorney fees, of any nature imposed upon, incurred by, or asserted against PERMITTER which in any way relates to or arises out of the activity or presence of PERMITTEE, its servants, employees, agents, sublessees, assignees, or invitees.
- 2. Title.** DIVISION claims title in fee simple, but does not warrant to PERMITTEE the validity of title to the permitted premises. PERMITTEE shall have no claim for damages or refund against the DIVISION for any claimed failure or deficiency of DIVISION’S title to said lands or for interference by any third party.
- 3. Structures.** PERMITTEE agrees that there will be no permanent structure constructed on sovereign land or any other surface-disturbing activities on the sovereign land described above unless specifically authorized by PERMITTER in writing.
- 4. Historical Sites and Specimens.** PERMITTEE shall report any discovery of a “site”, or “specimen” to the PERMITTER and to the Division of State History in compliance with the provision of Section 9-8-307, Utah Code Annotated (1953), as amended.
- 5. Vegetation and Tree Removal.** PERMITTEE acknowledges that scraping and removing trees or vegetation is prohibited unless specifically authorized by this agreement or by PERMITTER in writing.
- 6. Fire Prevention and Suppression.** PERMITTEE shall, at all times observe reasonable precautions to prevent fire on the permitted premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction, and PERMITTEE agrees to reimburse the PERMITTER for the costs of suppressing fires caused by PERMITTEE or its servants, employees, agents, sublessees, assignees, or invitees. In the event that a fire should occur, immediate suppression action will be taken by PERMITTEE



utilizing manpower and equipment available. This action will be at no cost to the State.

7. **Sanitation.** PERMITTEE agrees that surface areas will be cleaned of all trash and debris to the satisfaction of the PERMITTER. PERMITTEE further agrees to adhere to all state and local health, sanitation, and building laws, regulations and requirements.
8. **Inspection and Recall.** The PERMITTER reserves the right to inspect the area of operation at a later date and recall PERMITTEE for correction of any violations, of the stipulations herein, and to terminate this permit pursuant to PERMITTEES rules and procedures.
9. **Bonding.** The PERMITTEE agrees that, for good cause shown, at any time during the term of this permit, the PERMITTER may require that the amount of an existing bond be increased or if a bond has not been previously required, PERMITTER may require PERMITTEE 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 PERMITTER, in a penal sum to be determined by PERMITTER, said bond to be conditioned upon full compliance with all terms and conditions of this permit and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of PERMITTEE.
10. **Firewood.** PERMITTEE agrees that no firewood will be used on or removed from the sovereign land described in the agreement unless authorized by the Division of Forestry, Fire and State Lands.
11. **Applicable Laws and Toxic Substances.** The PERMITTEE shall comply with all applicable local, State and Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the PERMITTEE shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-entry or on facilities authorized under this right-of-entry. Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117, shall be reported as required by the Comprehensive Environmental Response, requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
12. **Hazardous Waste.** The PERMITTEE of Right Of Entry No. 410-00667 agrees to indemnify the State of Utah against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Response, Compensation Act of 1976, 42 U.S.C. 9601 et seq. or the Resources Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) based on PERMITTEE'S activity on the sovereign land covered by this Right Of Entry. This indemnification applies without regard to whether a release is caused by the PERMITTEE, its agent, or unrelated third parties.
13. **Permitted Use.** The PERMITTEE agrees that the sovereign land usage permitted under this Right Of Entry will not be used for any purpose other than citizen science projects and volunteer programs under the supervision of the Hutchings Museum and Institute, pre-approved by the Division. The PERMITTEE is authorized to collect small samples and set-up temporary instruments on state property with prior approval.

14. **Private Rights.** The PERMITTEE of Right Of Entry No. 410-00673 acknowledges that no private rights are associated with the use and activities of the permit. Public access and use may not be restricted within any areas identified under this Right Of Entry.
15. **Motorized Vehicles.** The PERMITTEE acknowledges that no motorized vehicles are permitted on sovereign lands and fully agrees to comply with this restriction unless specifically authorized by this agreement or by PERMITTER in writing. Vehicle use on sovereign lands in this area is restricted to shoreline in-between the future jersey barriers. This permit authorizes Utah County Public Works and the Utah Division of Wildlife Resources to use motorized vehicles in the restricted access area in order to place the jersey barriers.
16. **Renewal.** In order for this Right Of Entry to be considered for renewal, the PERMITTEE shall submit a written request to the Division for renewal at least three (3) months prior to the expiration date as indicated in this document, unless otherwise directed by PERMITTER. Timely submittal of a renewal request does not guarantee the Right Of Entry will be renewed.
17. **Safety.** The PERMITTEE shall visibly mark all items associated with the Right Of Entry in accordance with all applicable laws and ordinances relating to water craft safety and aquatic safety.

This Right Of Entry Permit is effective beginning the date of the final signature and will **expire June 15, 2021.**


Jamie Barnes (Jun 18, 2020 16:55 MDT)

06/18/2020

PERMITTER
Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
Salt Lake City, Utah 84116-3154

Date

I have read the terms and conditions set forth in this permit and agree to abide by its requirements.


Daniela Larsen (Jun 18, 2020 15:49 MDT)

06/18/2020

PERMITTEE
Hutchings Museum and Institute
55 N Center Street
Lehi, Utah

Date

Daniela Larsen

Print Name

APPROVED AS TO FORM
SEAN REYES
ATTORNEY GENERAL

BY: 
Fred Donaldson (Jun 18, 2020 14:51 MDT)

Fredric J. Donaldson
Assistant Attorney General