

R4-61
Water and Power Resources Service

Parcel(s) No(s). JA-485B(F), (T)

Contract No. 1-07-40-11910

13874

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

JORDAN AQUEDUCT, REACH 4
BONNEVILLE UNIT, CENTRAL UTAH PROJECT

CONTRACT COMPENSATING LANDOWNER FOR GOVERNMENT
USE OF RESERVED RIGHT-OF-WAY

P-2416

THIS CONTRACT, made this 9th day of April, 1981, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and the Act of September 2, 1964 (78 Stat. 808), referred to as Public Law 88-561, between the UNITED STATES OF AMERICA, referred to as the United States, represented by the Officer executing this contract, his duly appointed successor, or his duly authorized representative, and

SCOTT HOLBROOK and MICHELLE HOLBROOK, his wife,

referred to as the Landowner, his heirs, successors and assigns;

WITNESSETH, That:

WHEREAS, under and pursuant to the Act of August 30, 1890 (26 Stat. 391), the land hereinafter described is subject to a reservation to the United States of a right-of-way for ditches and canals constructed by authority of the United States, and Public Law 88-561 provides that notwithstanding such reserved right-of-way, just compensation shall be paid for the use of such land;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. The land through which the United States is exercising said reserved right-of-way is situated in the County of Utah State of Utah, described as follows, to wit:

(See attached Continuation Sheets of Article 1 for land descriptions and Articles 1a, 1b, 1c, 1d, 1e, 1f, 1g, and 1h.)

UTAH TITLE & ABSTRACT CO.

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RECORDED AT THE REQUEST OF
UTAH TITLE & ABSTRACT CO.
1981 MAY 13 PM 3:47
NINA H. BROWN
UTAH COUNTY RECORDER
DEPT. FILE
1/15

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(Continuation Sheet of Article 1)

Parcel No. JA-485B(F)

A parcel of land in Utah County, Utah, in the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 4 South, Range 1 East, Salt Lake Meridian, Utah, containing Sixty-five Hundredths (.65) of an acre, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°02' West Twelve Hundred Forty-three and Three-tenths (1243.3) feet along the section line and North 89°58' West Eighteen Hundred Twenty-six and Three-tenths (1826.3) feet from the Northeast corner of said Section 33; said point has U.S.C. & G.S. plane grid coordinates North 764,558.06 and East 1,906,332.90; thence South Fifty-seven (57.0) feet, more or less, to the northerly right-of-way line of State Highway No. 80; thence South 89°42' West Four Hundred Ninety-seven and Seven-tenths (497.7) feet, more or less, along said northerly right-of-way line, to the West boundary of grantors land; thence North 00°02' West Fifty-seven (57.0) feet along said West property line; thence North 89°42' East Four Hundred Ninety-seven and Eight-tenths (497.8) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone established by the United States Coast and Geodetic Survey the Northeast corner of said Section 33 has plane grid coordinates North 765,799.93 and East 1,908,175.98; the Northwest corner of said Section 33 has plane grid coordinates North 765,803.22 and East 1,902,847.67; the North quarter corner of said Section 33 has plane grid coordinates North 765,801.36 and East 1,905,502.72 and the South quarter corner of said Section 33 has plane grid coordinates North 760,507.90 and East 1,905,507.90.

ALSO,

The following described lands will be used for construction purposes during the construction of the Jordan Aqueduct, Reach 4, and appurtenant structures:

Parcel No. JA-485B(T)

A parcel of land in Utah County, Utah, in the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 4 South, Range 1 East, Salt Lake Meridian, Utah, containing Ninety-one Hundredths (.91) of an acre, more or less, and being more particularly described as follows:

DESCRIPTION CERTIFIED CORRECT

BY *B. J. Walker*, Name, 4/19/71, Date

(Continuation Sheet of Article 1 - continued)

Parcel No. JA-485B(T) (continued)

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South $00^{\circ}02'$ West Twelve Hundred Forty and Three-tenths (1243.3) feet along the section line and North $89^{\circ}58'$ West Eighteen Hundred Twenty-six and Three-tenths (1826.3) feet from the Northeast corner of said Section 33; said point has U.S.C. & G.S. plane grid coordinates North 764,558.02 and East 1,906,332.90; thence South $89^{\circ}42'$ West Four Hundred Ninety-seven and Eight-tenths (497.8) feet, more or less, to grantors West boundary line; thence North $00^{\circ}02'$ West Eighty (80.0) feet along said West property line; thence North $89^{\circ}42'$ East Four Hundred Ninety-seven and Eight-tenths (497.8) feet; thence South Eighty (80.0) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone established by the United States Coast and Geodetic Survey the Northeast corner of said Section 33 has plane grid coordinates North 765,799.93 and East 1,908,157.98; the Northwest corner of said Section 33 has plane grid coordinates North 765,803.22 and East 1,902,847.67; the North quarter corner of said Section 33 has plane grid coordinates North 765,801.36 and East 1,905,502.72 and the South quarter corner of said Section 33 has plane grid coordinates North 760,507.90 and East 1,905,507.90.

Ground distances in the foregoing descriptions can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .999712.

(Continuation Sheet of Article 1 - continued)

1a. The Landowner, for himself, his successors and assigns, agrees that, within the right-of-way described herein; (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement of materials upon the area shall be subject to the approval of the United States, its agents or assigns; and (iii) future easements to third parties on, over or across the area will be subject to the approval of the United States, its agents or assigns.

1b. The United States, at its sole cost and expense, within the right-of-way herein described, will: (i) replace or repair with materials of like kind and equal quality any fences, ditches, pipelines, driveways or roadways, including appurtenances thereto existing at the time of execution of this contract by the Landowner that are damaged or destroyed by construction of the Jordan Aqueduct, Reach 4, and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks; and (iii) replace topsoil.

1c. The United States also agrees that if damage occurs to lawns, shrubs, or other landscaping within the right-of-way existing at the time of execution of this contract by the Landowner, as a result of construction of said Jordan Aqueduct, Reach 4, and appurtenant structures; (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States; or (ii) the United States will, at its option, make replacement or repair with materials of like kind and equal quality.

1d. The United States also agrees that if damage occurs to agricultural crops within the right-of-way after execution of this contract by the Landowner as a result of construction, operation or maintenance of the Jordan Aqueduct, Reach 4, and appurtenant structures, payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States.

1e. The United States also agrees that if after construction of the Jordan Aqueduct, Reach 4, damage occurs to any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, or to lawns, shrubs, or other landscaping within the right-of-way as a result of operation and maintenance of said Jordan Aqueduct, Reach 4, and appurtenant structures; (i) payment will be made by the United States to the owner hereof on the basis of an appraisal approved by the United States; or (ii) the United States will, at its option, make replacement or repair with materials of like kind and equal quality.

1f. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities during construction of the aforesaid Jordan Aqueduct, Reach 4, whenever use of existing irrigation facilities is disrupted by said construction.

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(Continuation Sheet of Article 1 - continued)

lg. If construction of the pipeline has not been completed within Five (5) years of the time of execution of this contract, the vendor may utilize the land for lawns, shrubs and other landscaping, and the United States agrees that if damage occurs to lawns, shrubs, or other landscaping,* existing at the time of commencement of construction of the Jordan Aqueduct, Reach 4, and appurtenant structures in the above described easements; (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by both parties; or (ii) the United States will make replacement or repair with materials of like kind and equal quality.

lh. The United States agrees to record a notice of termination of temporary easement upon completion of the construction work. In no case will construction work extend for more than Ten (10) years from the date of the execution of this contract.

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Mt Sn *and fences, roads, sidewalks and driveways

2. The United States agrees to pay the Landowner the sum of Nineteen thousand eight hundred Fifty and ⁰⁰/₁₀₀ (~~\$ 19,850.00~~), by Treasury Warrant or Disbursing Officer's check, as full payment and complete compensation required under Public Law 88-561 for utilizing said reserved right-of-way, including any severance damages. Payment shall be made upon approval by the United States of the title of the Landowner.

3. The Landowner covenants that he is the owner of the property subject to the reserved right-of-way described in Article 1 above, and upon request by the United States will procure and have recorded all deeds or other assurances of title and affidavits and other evidences of title which, in the opinion of the United States, is necessary to show good title unencumbered in the Landowner to such property.

4. The Landowner hereby ratifies and confirms the right-of-way described in Article 1, as reserved to the United States under the Act of August 30, 1890 (26 Stat. 391). Unless it is otherwise provided herein, the Landowner, on behalf of himself, his heirs, and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance of the works thereon.

5. The United States will procure, at its own expense, any abstracts, title insurance, or statements of title necessary to show good title in the Landowner.

6. Liens or encumbrances against the land through which said right-of-way runs may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the payment price and the same discharged with the money so retained, but this provision shall not be construed to give precedence to any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

7. The Landowner warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Landowner upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Landowner for the purpose of securing business.

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8. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

App. Sol. Off.

[Handwritten Signature]

Acting

By *[Handwritten Signature]*
Regional Supervisor of Water and Land,
Water and Power Resources Service,
Upper Colorado Region

[Handwritten Signature]
Landowner

[Handwritten Signature]
Landowner

Landowner

Landowner

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STATE OF Utah)
COUNTY OF Utah) SS

On this 9th day of April, 1981,
personally appeared before me Scott Holbrook and
Michelle Holbrook

to me known to be the individual, or individuals, described in and
who executed the within and foregoing instrument, and acknowledged
that they signed the same as their free and voluntary act
and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.



David E. Nelson
Notary Public in and for the State of
Utah
Residing at Courtside
My Commission Expires: 4-25-82

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