

Contract No. 08-LA-40-0110

Parcel No. PRRP-136 (Fee)

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OMI-0538
OMI-0539
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UNITED STATES
DEPARTMENT OF THE INTERIOR

PROVO RIVER RESTORATION
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 19th day of May, 2008, in pursuance of the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Fish and Wildlife Coordination Act of 1934 (16 U.S.C.A. §§ 661-67) as amended, the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982)) and all Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, between THE UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

SPENCER F. ECCLES,

hereinafter styled Vendor,

WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Vendor shall sell and by good and sufficient deed, with covenants of warranty, convey to the United States, its successors and assigns, free of lien or encumbrance except as otherwise provided herein, in fee title, real estate situated in the County of Wasatch, State of Utah, and being more particularly described as follows:

PARCEL NO. PRRP-136 (Fee)

Parcel of land located in Section Twenty-six (26), Township Three (3) South, Range Four (4) East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point which is One Thousand Fifty-eight and Eighty-eight-hundredths (1,058.88) North and Two Thousand Eight Hundred Fifty-nine and Five-hundredths (2,859.05) East from the South 1/4 Corner of Section 26, Township 3 South Range 4 East, Salt Lake Base and Meridian; thence North 89°57'38.50" East Two Hundred Fifty-seven and Eight-hundredths (257.08) feet; thence South 5°7'44" West Five and Eleven-

hundredths (5.11) feet; thence South 34°10'46" East One Hundred Seventy-two and Twenty-one-hundredths (172.21) feet; thence South 1°50'45" West One Hundred Thirty and Two-hundredths (130.02) feet; thence South 10°37'48" West One Hundred Fifty-seven and Forty-six-hundredths (157.46) feet; thence South 62°59'15" West One Hundred Fifty-two and Four-hundredths (152.04) feet; thence South 29°30'38" West One Hundred Eighty-eight and Forty-four-hundredths (188.44) feet; thence South 1°42'26" West One Hundred Eighteen and One-tenth (118.10) feet; thence South 39°2'51" East Eighty and Sixteen-hundredths (80.16) feet; thence South 35°12'43" East Two Hundred Three and Eighteen-hundredths (203.18) feet; thence South 4°28'15" East One Hundred Sixty and Sixty-nine-hundredths (160.69) feet; thence South 53°55'42" West (111.63) feet; thence South 64°4'20" West One Hundred Twenty-six and Sixty-eight-hundredths (126.68) feet; thence South 45°57'10" West Fifty-six and Ninety-three-hundredths (56.93) feet; thence South 89°40'42.3" West Two Hundred Eighteen and Twelve-hundredths (218.12) feet; thence South 3'39" East Twenty-one and Twenty-five-hundredths (21.25) feet; thence North 58°19'10" West Six and Seventy-six-hundredths (6.76) feet; thence North 0°7'43" West Seven Hundred Three and Eight-seven-hundredths (703.87) feet; thence North 13°49'23" East Two Hundred Fifty and Ninety-nine-hundredths (250.99) feet; thence North 16°55'18" East Two Hundred Thirty-nine and Fifty-four-hundredths (239.54) feet; thence North 22°30'5" East One Hundred Eighty-eight and Eighty-nine-hundredths (188.89) feet, more or less to the point of beginning.

Parcel No. PRRP-136 contains a total of Eleven and Sixty-two hundredths (11.62) acres more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including minerals, sand and gravel and improvements if any, but excluding all water, water stock and water rights regardless of whether otherwise considered appurtenant thereto.

1a. It is understood and agreed that the rights to be conveyed to the United States, as described in Article 1 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over, or across said lands in existence on such date.

2. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 1, and upon approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Two Million Two Hundred Eighty Thousand dollars (\$2,280,000.00) which will be sent directly to a financial institution by Direct Deposit/Electronic Funds Transfer.

3(a). It is understood and it is a condition precedent to sale that Vendor will be provided by the United States, one (1) four (4) foot wide gate to the PRRP on the west side of the lands described in Article 1, at a location mutually agreed upon by the Vendor and the United States,

to allow non-perpetual pedestrian access to the PRRP from Vendor's remaining lands west of Provo River, under the following terms. Use of the one four (4) foot wide access gate shall be (a) limited to pedestrian foot traffic only by Vendor, Vendor's spouse, their direct descendants and spouses and immediate family of descendants and non-paying invited guests of Vendors', said spouse, family members and descendants of Vendor when accompanied by one or more of the foregoing permitted persons, for personal, non-commercial use only for so long as Vendor, Vendor's spouse, one or more direct descendants of Vendor, or any successor entity thereto wholly owned by Vendor or a trustee or trust for the benefit of one or more of Vendor's direct descendants, owns the land adjacent to such gate; and (b) shall not be transferable by Vendor, nor his heirs nor successors, to any purchaser or other grantee of any part of the Vendor's remainder lands. The United States may for demonstrated multiple and repeated violations of the terms stated above, after written notice and opportunity to cure, take legal action to terminate such rights for misuse and non-compliance with the foregoing, further in the event of such termination, the United States may permanently lock or otherwise eliminate said gate. Persons using the pedestrian access gate for access to the PRRP lands and water shall be subject to the same restrictions governing public use of PRRP lands and water as any member of the general public.

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or when bearing written authorization from one of such permitted persons

3(b). Use of the gate described above shall be further subject to (1) all applicable laws and regulations, as well as (2) such further reasonable restrictions as may be duly promulgated by any entity managing the PRRP lands which are (a) generally applicable to the PRRP lands, or (b) are specifically applicable to only portions of the PRRP lands because reasonably required by law, such as but not limited to the Endangered Species Act, provided such further restrictions shall not eliminate the access rights granted in section 3(a) above. Vendor shall use reasonable efforts to prevent public use of such gates in the meanwhile, and the United States may, in its sole discretion, lock such gates so long as it provides six (6) keys per locked gate to the authorized users for their use as described above, which keys shall not be copied except in case of loss. The parties have agreed on the general locations of the gate using a map and/or aerial photo and will finalize the specific location and mark the location with stakes or other markers on the ground as soon as reasonably possible after the United States signs this Contract, in a time frame so as not to delay any needed fencing work to be done by the United States. Access to the Provo River and lands of the PRRP other than through this gate, pursuant to the foregoing terms and restrictions, is allowed only at the 7 public access sites of the PRRP and not from anywhere else along the common boundary of Vendors' remainder lands and the property to be conveyed to the United States for the PRRP under this contract.

3(c). It is understood and agreed by the Vendor and the United States that the Vendor shall have a period of 90 days from the date of this Contract to decide if the Vendor desires to elect, at its option, to install a fence on the westerly boundary between the United States' lands and the Vendor's remaining lands, according to Vendor's design and specifications, provided the United States gives prior approval of the design and specifications. If this option is exercised, the United States shall compensate the Vendor Four (4) Dollars and Zero (0) cents (\$4.00) per lineal foot for the installation of approximately one thousand four hundred (1,400) feet of fencing. If this option is exercised, Vendor agrees to assume all future maintenance and costs associated

with this fence; and Vendor agrees to maintain such fence to the satisfaction of the United States for the purpose of stopping livestock and humans from entering the PRRP corridor from the Vendor's remaining lands. Payment shall be made at the lineal rate specified above, upon the installation of the fence and inspection and approval of the fence by the United States.

If after the Vendor formally notifies the United States that Vendor desires to install the fence, and Vendor has not completed the fence within 90 days of the date of notification to the United States (subject to extension of such 90 days due to inclement weather), the United States shall install its own fence according to its own design. If this option is earlier declined by the Vendor, with such declination provided in writing to the United States, or if the Vendor fails to notify the United States in writing of its decision within 90 days of the date of this Contract, the United States shall install its own fence according to its own design and will assume all future maintenance and costs associated with this fence.

4. The Vendor agrees that all taxes, assessments and encumbrances that will be a lien against the property at closing, including all deferred taxes, whether or not a lien, and any other charges that could be imposed on the property in the future by recapture or otherwise as a result of any classification of the property for assessment purposes existing prior to closing, including without limitation any compensating tax, additional tax, deferred timber tax, agricultural use tax, open space tax, interest, and penalties, whether or not those charges would constitute a lien against the property at settlement, shall be satisfied of record by Vendor at or before closing. Vendor agrees to indemnify and defend and hold the United States harmless from all liability claims, demands and expense arising from any such charges on the property, and that its indemnity, and the right of offset provided above, shall survive closing.

The property may not qualify for greenbelt status after the closing date. The Vendor must satisfy all rollback tax charges, if any, prior to or on the closing date.

5. The Vendor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendors behalf.

8. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

9. After execution of this contract by the United States, the proper officers and agents of the United States shall, at all times, have unrestricted use of all property described herein to survey for and construct works of the United States, including reclamation works and structures and appliances incident thereto, free of any claim for damage or compensation on the part of the Vendor.

10. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

11. The Vendor warrants that the Vendor 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 contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

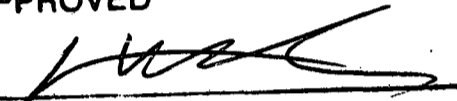
12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

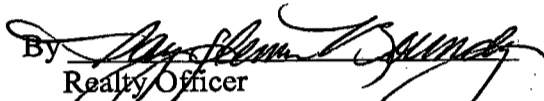
13. The terms of this contract will survive the conveyances provided for herein.

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

THE UNITED STATES OF AMERICA

APPROVED


Regional Solicitor's Office

By 
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region


Spencer F. Eccles, Vendor

ACKNOWLEDGMENT

State of Utah)
) ss.
County of Salt Lake)

On this 14th day of May, 2008, personally appeared before me Spencer F. Eccles, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the within and foregoing instrument at 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.

Ellen A. Hammond

Notary Public in and for the
State of Utah
Residing at 795. Main Street, 2nd Flr, SLC, UT 84111
My commission expires: Feb. 7, 2012

(SEAL)

