

Parcel(s) No(s). JA-204(F)A,
JA-204(F)B

Contract No. 0-07-40-11350

3420148

UT-61478

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
JORDAN AQUEDUCT, SECTION 3
BONNEVILLE UNIT, CENTRAL UTAH PROJECT
CONTRACT COMPENSATING LANDOWNER FOR GOVERNMENT
USE OF RESERVED RIGHT-OF-WAY

THIS CONTRACT, made this 13th day of February, 1980,
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

BANBERRY DEVELOPMENT CORPORATION, a Utah Corporation,

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 Salt Lake,
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, and 1f.)

(Continuation Sheet of Article 1)

Two parcels of land in Salt Lake County, Utah, in the Northwest Quarter (NW 1/4) of Section 17, Township 2 South, Range 1 West, Salt Lake Meridian, Utah, containing Ninety-five Hundredths (0.95) of an acre, more or less, and being more particularly described, as follows:

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

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Beginning at a point which lies South 89°48' East Twenty-one Hundred Twenty-two and Seven-tenths (2122.7) feet along the South line of the Northwest quarter (NW 1/4) from the West quarter corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 842,677.59 and East 1,867,333.71; thence North 17°01' West Sixteen Hundred Twenty-eight and Three-tenths (1628.3) feet; thence North 16°46' West Eight Hundred Fifty and Seven-tenths (850.7) feet; thence North 13°26' West Two Hundred Forty-five (245.0) feet; thence South 89°49' East Nine and Three-tenths (9.3) feet; thence South 12°57' East Two Hundred Thirty-nine and Nine-tenths (239.9) feet; thence South 16°46' East Twenty-four Hundred Eighty-one and Two-tenths (2481.2) feet, more or less, to point of beginning, containing Thirty-two Hundredths (0.32) of an acre, more or less. Also;

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Beginning at a point which lies South 89°48' East Twenty-one Hundred Seventy and Eight-tenths (2170.8) feet along the South line of the Northwest quarter (NW 1/4) from the West quarter corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 842,677.41 and East 1,867,385.91; thence North 16°46' West Twenty-four Hundred Ninety-six and Six-tenths (2496.6) feet; thence North 13°15' West Two Hundred Twenty-five and One-tenth (225.1) feet; thence North 89°49' East Nine and Three-tenths (9.3) feet; thence South 13°26' East Two Hundred Sixteen and Six-tenths (216.6) feet; thence South 16°46' East Twenty-five Hundred Five (2505.0) feet; thence North 89°48' West Ten and Six-tenths (10.6) feet, more or less, to point of beginning, containing Sixty-three Hundredths (0.63) of an acre, more or less.

The net area in Parcels Nos. JA-204(F)A and JA-204(F)B is Ninety-five Hundredths (0.95) of an acre, more or less.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the West quarter corner of said Section 17 has plane grid coordinates North 842,684.99 and East 1,865,211.52 and the East quarter corner of said Section 17 has plane grid coordinates North 842,666.56 and East 1,870,515.75. The North quarter corner of said Section 17 has plane grid coordinates North 845,314.92 and East 1,867,871.76; the South quarter corner of Section 17 has plane grid coordinates North 840,032.30 and East 1,867,857.63.

Ground distances in the foregoing descriptions can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .9997812.

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* 8/17/79
Name Date

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(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 and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks; (iii) replace topsoil within the right-of-way.

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 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 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, 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 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.

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

2. The United States agrees to pay the Landowner the sum of TWO THOUSAND AND FIVE HUNDRED DOLLARS *** (\$2,500.00), 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). ~~and hereby quits claims to the United States all right, title and interest in and to the right-of-way described in Article 1~~ 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.

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.

App'd. Seal. *J. Smith*

THE UNITED STATES OF AMERICA

By *Don H. Barnett*
Acting Regional Supervisor of Water and
Power, Water and Power Resources
Service, Upper Colorado Region

Landowner

Landowner

Landowner

Landowner

BANBERRY DEVELOPMENT CORPORATION
By *Gregory Wilson*
President
Title

By *Walter Miller*
Vice-President
Title



ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 13th day of February, A.D., 19 80, personally appeared before me Gregory P. Nelson and Victor L. Fowler, who being by me duly sworn did say each for himself, that he, the said Gregory P. Nelson is the President, and that he, the said Victor L. Fowler, is the Vice-President of BANBERRY DEVELOPMENT CORPORATION, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors, and said Gregory P. Nelson and Victor L. Fowler each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

(SEAL)

Mary Alice Cunningham
Notary Public in and for the
State of UTAH
Residing at SALT LAKE CITY

My Commission Expires:

5-2-83

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KATIE L. DAVIN
RECORDER
SALT LAKE COUNTY,
UTAH

APR 4 2 59 PM '80

UTAH TITLE & ABST.
REF. DIV.

Spencer Robertson

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