

Entry No. 101191 13

Contract No. 14-06-400-3903

RECORDED AT THE REQUEST OF

Beneficial Finance Co.

June 17 AD 1965 at 9:12 o'clock A.M.

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433J:A4133J:E

In Book M 1 of Page 432-35 UNITED STATES DEPARTMENT OF THE INTERIOR

Handa J. Spriggs BUREAU OF RECLAMATION
Recorder, Summit County, Utah WEBER RIVER PROJECT

DH CONTRACT FOR A PERPETUAL AND A TEMPORARY EASEMENT

THIS CONTRACT, made and entered into this 21st day of January, 1965, pursuant to the Act of June 17, 1902 (32 Stat. 363), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter called the United States, and the UTAH ROAD COMMISSION, hereinafter called the Commission.

WITNESSETH:

2. WHEREAS, the land hereinafter described was acquired by the United States in connection with the Weber River Project, and the granting of a right therein to the Commission will not be incompatible with such use, and
3. WHEREAS, the Commission has need of such land for the construction of a public highway and/or appurtenances thereto,
4. NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:
5. The United States will sell and convey to the Commission, and the Commission will purchase from the United States a perpetual easement for highway purposes on, over, and across the following described real property located in Summit County, Utah, to-wit:

A tract of land situated in the NE¹/₄ of Section 17, the SW¹/₄ and the SE¹/₄ of Section 8, Township 2 N., Range 5 East, S1M. The boundaries of said tract of land are described as follows:

Beginning at a southerly corner of the grantor's land, which point is 1473.7 ft. S. 59°42' E. from the NE¹/₄ corner of said Section 17; thence N. 76°34' E. 253.2 ft., thence N. 86°18' E. 211.1 ft.; thence N. 65°16' E. 149.4 ft.; thence N. 13° 42' W. 55.9 ft.; thence S. 72°07' W. 231.1 ft.; thence N. 6° 37' W. 217.0 ft.; thence N. 65°15' E. 125.1 ft.; thence N. 12°05' W. 64 ft., more or less, to a point 100.0 ft. perpendicularly distant northerly from the centerline of the "E" ramp of said project. (NOTE: Back bearings and distances are from recorded ownership. Bearings and Distances ahead are Highway Survey and Calculations.); thence N. 68°37' 45" W. 524.0 ft. to a point opposite said centerline at Engineers Station 27+02.40; thence N. 78°15'24" W. 109.64 ft.; thence Northerly 403.1 ft. along the arc of a 879.93 ft. radius curve to the right (NOTE: Tangent to said curve

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at its point of beginning bears N. 61°34'23" W.); thence N. 36°32'42" W. 916.2 ft.; thence N. 36°54' W. 502 ft., more or less, to the north boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence westerly 341 ft., more or less, along said north boundary line to a point 90.0 ft. radially distant southwesterly from the centerline of survey of the west bound lane of said project; thence southeasterly 16 ft., more or less, along the arc of a 5619.58 ft. radius curve to the left to a point opposite Engineers Station 1059+65.45 (NOTE: Tangent to said curve at its point of beginning bears S. 36°45' E.); thence S. 36°54' E. 671.75 ft.; thence S. 37°09'41" E. 491.11 ft. to a point 80.0 ft. radially distant southwesterly from said centerline of said west bound lane at Engineers Station 1048+00; thence S. 24° 21'16" E. 200.35 ft. to a point 70.0 ft. perpendicularly distant southeasterly from the centerline of the "D" ramp of said project at Engineers Station 34+10.41; thence southerly 593.51 ft. along the arc of a 971.74 ft. radius curve to the right (NOTE: Tangent to said curve at its point of beginning bears S. 29°35' E.); thence S. 5°24' 39" W. 67.65 ft. to a point of tangency with an 888.51 ft. radius curve to the left; thence southerly 343.56 ft. along the arc of said 888.51 ft. radius curve; thence S. 74°37'23" W. 140.39 ft. to a point 50.0 ft. perpendicularly distant northerly from the centerline of the "C" line of said project at Engineers Station 12+50; thence S. 79°00' 34" W. 251.79 ft.; thence S. 4°08'52" E. 40.0 ft.; (NOTE: End of Highway bearings. Ahead bearings & distances are from recorded ownership.); thence N. 86°20' E. 983 ft., more or less, to a southeasterly corner of the grantor's land; thence N. 43°36' E. 213.50 ft. to the point of beginning. The above described tract of land contains 29.85 acres, more or less, of which 1.65 acres, more or less, are now occupied by an existing county road. Said tract comprising 28.20 acres, more or less.

6. The United States hereby grants to the Commission a temporary easement for relocation of irrigation works on, over, and across the following described real property in Summit County, Utah to-wit:

A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 2 North, Range 5 East, SIM. Said tract of land is 10.0 feet wide, 5.0 feet on each side of the following described centerline:

Beginning at a point 49.0 ft. perpendicularly distant northerly from the "C" line of said project at Engineers

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Station 12+00 said point being approximately 369 ft. east and 832 ft. south from the N $\frac{1}{4}$ corner of said Section 17; thence N. 79°01' E. 50.4 ft.; thence N. 74°38' E. 137 ft.; more or less, to a point 75.0 ft. radially distant westerly from the centerline of the "D" ramp road of said project; thence Northerly 340 ft., more or less, along the arc of an 893.51 ft. radius curve to the right to a point opposite said centerline of "D" ramp road at Engineers Station 27+06.49 (NOTE: Tangent to said curve at its point of beginning bears N. 16°19'W.); thence N. 05°24'39" E. 67.66 ft. to a point of tangency with a 966.74 ft. radius curve to the left; thence Northerly 590.5 ft. along the arc of said 966.74 ft. radius curve to a point 70.0 ft. perpendicularly distant northwesterly from said centerline of the "D" ramp road at Engineers Station 34+10.41; thence Northwesterly 200 ft., more or less, along a straight line to a point 85.0 ft. radially distant southwestwardly from the centerline of the west bound lane of said project at Engineers Station 10+3+00; thence Northwesterly 495 ft., more or less, along a straight line to a point 95.0 ft. perpendicularly distant southwestwardly from said centerline of the west bound lane at Engineers Station 1052+93.70; thence N. 36°54' West 671.8 ft. to a point of tangency with a 5824.58 ft. radius curve to the right; thence Northwesterly 21 ft., more or less, along the arc of said 5824.58 ft. radius curve to the north boundary line of said S $\frac{1}{4}$ S $\frac{1}{4}$.

Also:

A tract of land situated in the S $\frac{1}{4}$ S $\frac{1}{4}$ of Section 8, Township 2 North, Range 5 East, SLM. Said tract of land is 30.0 feet wide, 15.0 feet on each side of the following described centerline:

Beginning at a point 115.0 ft. perpendicularly distant northeasterly from the centerline of the east bound lane of said project at Engineers Station 1054+35 said point being approximately 986 ft. north and 240 ft. east from the S $\frac{1}{4}$ corner of said Section 8; thence S. 36°54' E. 85.3 ft.; thence S. 36°32'42" E. 728.4 ft. The latter two described tracts of land contain 1.18 acres, more or less.

7. The Commission will relocate the existing irrigation ditches at its sole cost and expense and in a manner satisfactory to the United States. Upon satisfactory completion of such relocation work, the temporary easement described in article 6 above shall terminate.

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8. The Commission will pay to the United States upon delivery of a deed of easement for the perpetual easement and the temporary easement described above the sum of Sixteen Thousand Nine Hundred Fifty and No/100 (\$16,950.00), plus interest at six percent per annum from April 17, 1964 to date of the execution of this instrument amounting to ~~SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS~~ (\$17,722.62), the receipt of which is hereby acknowledged.

9. The United States releases and relinquishes all rights of ingress and egress from its remaining property contiguous to the lands hereby sold to or from said highway.

10. It is agreed that if the freeway for which the perpetual easement is being acquired should be abandoned, the easement will terminate and the Commission will record a release of such easement to the United States.

11. 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 herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

12. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto.

THE UNITED STATES OF AMERICA

F. M. Clinton
Regional Director, Region 4
Bureau of Reclamation
Salt Lake City, Utah

STATE ROAD COMMISSION OF UTAH

George Williams *Phelan*
L. O. Burton
Director of highways



Approved this 6th day of APRIL, 1965.

WATER RESOURCES USERS ASSOCIATION

Ed Harris
SEC. MANAGER