

43736

Parcel(s) No(s). JA-468(F), (T)

Contract No. 1-07-40-11654

UTAH TITLE & ASSTR.

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE
JORDAN AQUEDUCT, REACH 4
BONNEVILLE UNIT, CENTRAL UTAH PROEJCT

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

RECORDED AT THE REQUEST OF
UTAH TITLE & ASSTR.
1980 DEC 19 PM 3:05
UTAH TITLE & ASSTR.
165

43736

THIS CONTRACT, made this 22nd day of November, 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 ELMO A. GRAY and NADINE D. GRAY,
his wife, by Lynda G. Flewaller, per Power of Attorney, MARIE G. LITTLEFORD,
aka Marie G. Richins, ALTA G. HANSEN, LYNN H. GRAY and JOYE F. GRAY, his
wife, VERNAL REX GRAY and NINA TAFT GRAY, his wife, LaREE G. DAVENPORT, and
JOYCE G. PHILLIPS,
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, and 1f)

BOOK 1884 PAGE 221

43736

Parcel(s) No(s). JA-468 (F), (T)

Contract No. 1-07-40-11654

UTAH TITLE & ASS'Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE
JORDAN AQUEDUCT, REACH 4
BONNEVILLE UNIT, CENTRAL UTAH PROEJCT

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

RECORDED AT THE REQUEST OF
UTAH TITLE & ASS'Y
10:0 DEC 19 11 3:05
UTAH DEPT. OF THE INTERIOR
DEPT. OF THE INTERIOR
65

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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 EIMO A. GRAY and NADINE D. GRAY,
his wife, by Lynda G. Flewaller, per Power of Attorney, MARIE G. LITTLEFORD,
aka Marie G. Richins, ALTA G. HANSEN, LYNN H. GRAY and JOYE F. GRAY, his
wife, VERNAL REX GRAY and NINA TAFTH GRAY, his wife, LAREE G. DAVENPORT, and
JOYCE G. PHILLIPS,
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;

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contained, the parties hereto agree as follows:

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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, and 1f)

BOOK 1884 PAGE 221

(Continuation Sheet of Article 1)

Parcel No. JA-468(F)

A parcel of land in Utah County, Utah, in the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-three (33), Township Four (4) South, Range One (1) East, Salt Lake Meridian, Utah, containing Two and Ten Hundredths (2.10) acres, 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°05' East, Eleven Hundred Eighty-eight and One-tenth (1188.1) feet along the Section line and North 89°55' East, Eighteen Hundred Twenty-five and Six-tenths (1825.6) feet from the Northwest corner of said Section Thirty-three (33); said point has U.S.C. & G.S. plane grid coordinates North 764,617.95 and East 1,904,674.34; thence South 00°03' East, Fifty and Six-tenths (50.6) feet, more or less, to the Northerly right-of-way line of State Highway No. 80 to a point on a regular curve to the right, the tangent to the curve at said point bears North 81°33' West; thence along the arc of said curve having a 5,840-foot radius Thirty-seven and One-tenth (37.1) feet; thence North 81°11' West, Eight Hundred Twenty-seven (827.0) feet along said highway Northerly right-of-way line to a point of a regular curve to the left; thence along the arc of said curve having a 5,780-foot radius Six Hundred Fifty-six and Eight-tenths (656.8) feet; thence North 87°42' West, Three Hundred Eighteen and Eight-tenths (318.8) feet, more or less, along said highway Northerly right-of-way line to Grantor's Westerly boundary line; thence North 00°05' West, Fifty (50.0) feet along said Westerly boundary line; thence South 87°42' East, Three Hundred Twenty-one and Three-tenths (321.3) feet to a point on a regular curve to the right; thence along the arc of said curve having a 5,830-foot radius Six Hundred Sixty-two and Five-tenths (662.5) feet; thence South 81°11' East, Eight Hundred Twenty-seven (827.0) feet to point of a regular curve to the left; thence along the arc of said curve having a 5,780-foot radius Twenty-nine and Three-tenths (29.3) 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 Thirty-three (33) has plane grid coordinates North 765,799.93 and East 1,908,157.98; the Northwest

RECORDED & INDEXED CORRECT
BY *[Signature]* Name
Date 9/27/82

(Continuation Sheet of Article 1)

Parcel No. JA-468(F)

A parcel of land in Utah County, Utah, in the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-three (33), Township Four (4) South, Range One (1) East, Salt Lake Meridian, Utah, containing Two and Ten Hundredths (2.10) acres, 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°05' East, Eleven Hundred Eighty-eight and One-tenth (1188.1) feet along the Section line and North 89°55' East, Eighteen Hundred Twenty-five and Six-tenths (1825.6) feet from the Northwest corner of said Section Thirty-three (33); said point has U.S.C. & G.S. plane grid coordinates North 764,617.95 and East 1,904,674.34; thence South 00°03' East, Fifty and Six-tenths (50.6) feet, more or less, to the Northerly right-of-way line of State Highway No. 80 to a point on a regular curve to the right, the tangent to the curve at said point bears North 81°33' West; thence along the arc of said curve having a 5,840-foot radius Thirty-seven and One-tenth (37.1) feet; thence North 81°11' West, Eight Hundred Twenty-seven (827.0) feet along said highway Northerly right-of-way line to a point of a regular curve to the left; thence along the arc of said curve having a 5,780-foot radius Six Hundred Fifty-six and Eight-tenths (656.8) feet; thence North 87°42' West, Three Hundred Eighteen and Eight-tenths (318.8) feet, more or less, along said highway Northerly right-of-way line to Grantor's Westerly boundary line; thence North 00°05' West, Fifty (50.0) feet along said Westerly boundary line; thence South 87°42' East, Three Hundred Twenty-one and Three-tenths (321.3) feet to a point on a regular curve to the right; thence along the arc of said curve having a 5,830-foot radius Six Hundred Sixty-two and Five-tenths (662.5) feet; thence South 81°11' East, Eight Hundred Twenty-seven (827.0) feet to point of a regular curve to the left; thence along the arc of said curve having a 5,780-foot radius Twenty-nine and Three-tenths (29.3) 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 Thirty-three (33) has plane grid coordinates North 765,799.93 and East 1,908,157.98; the Northwest

UNRECORDED, UNRECORRECTED
BY *[Signature]* Date 9/3/80

(Continuation Sheet of Article 1, continued)

Parcel No. JA-468(F), continued

corner of said Section Thirty-three (33) has plane grid coordinates North 765,803.22 and East 1,902,847.67; the North Quarter ($N\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 765,801.36 and East 1,905,502.72 and the South Quarter ($S\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 760,507.90 and East 1,905,506.58.

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

ALSO,

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

Parcel No. JA-468(T)

A parcel of land in Utah County, Utah, in the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section Thirty-three (33), Township Four (4) South, Range One (1) East, Salt Lake Meridian, Utah, containing Three and Thirty-seven Hundredths (3.37) acres, 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 $00^{\circ}05'$ East, Eleven Hundred Seventy-eight (1178.0) feet along the Section line and North $89^{\circ}55'$ East, Eighteen Hundred Twenty-five and Six-tenths (1825.6) feet from the Northwest corner of said Section Thirty-three (33); said point has U.S.C. & G.S. plane grid coordinates North 764,617.95 and East 1,904,674.34 and lies on a regular curve to the right, the tangent to the curve at said point bears North $81^{\circ}28'$ West; thence along the arc of said curve having a 5,790-foot radius Twenty-nine and Three-tenths (29.3) feet; thence North $81^{\circ}11'$ West, Eight Hundred Twenty-seven (827.0) feet; to a point of a regular curve to the left; thence along the arc of said curve having a 5,830-foot radius Six Hundred Sixty-two and Five-tenths (662.5) feet; thence North $87^{\circ}42'$ West, Three Hundred Twenty-one and Three-tenths (321.3) feet, more or less, to the West boundary of Grantor's property; thence North $00^{\circ}05'$ West, Eighty and One-tenth (80.1) feet along said West boundary; thence South $87^{\circ}42'$ East, Three Hundred Twenty-four and Two-tenths (324.2) feet to point of a regular curve to the right; thence along the arc of said curve having a 5,910-foot radius

(Continuation Sheet of Article 1, continued)

Parcel No. JA-468(F), continued

corner of said Section Thirty-three (33) has plane grid coordinates North 765,803.22 and East 1,902,847.67; the North Quarter (N $\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 765,801.36 and East 1,905,502.72 and the South Quarter (S $\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 760,507.90 and East 1,905,506.58.

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(Continuation Sheet of Article 1, continued)

Parcel No. JA-468(T), continued

Six Hundred Seventy-one and Six-tenths (671.6) feet; thence South $81^{\circ}11'$ East, Eight Hundred Twenty-seven (827.0) feet to point of a regular curve to the left; thence along the arc of said curve having a 5,710-foot radius Sixteen and Nine-tenths (16.9) feet; thence South $00^{\circ}03'$ East, Eighty and Nine-tenths (80.9) 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 Thirty-three (33) has plane grid coordinates North 765,799.93 and East 1,908,157.98; the Northwest corner of said Section Thirty-three (33) has plane grid coordinates North 765,803.22 and East 1,902,847.67; the North Quarter ($N\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 765,801.36 and East 1,905,502.72 and the South Quarter ($S\frac{1}{4}$) corner of said Section Thirty-three (33) has plane grid coordinates North 760,507.90 and East 1,905,506.58.

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(Continuation Sheet of Article 1, continued)

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Ground distances in the foregoing description 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.

2. The United States agrees to pay the Landowner the sum of Fifty-eight Thousand Six Hundred and 00 (~~\$58,000.00~~), 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.

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

Appd. Sec. Off.
Robert J. Rhine Jr.

By: Wayne E. Cook
Regional Supervisor of Water and Power
Water and Power Resources Service
Upper Colorado Region

~~UTAH COUNTY, a body Corporate and Politic~~

By: Elmo A. Gray & Lema S. Grewal
~~Title:~~ Nadene D. Gray (Power of Attorney)

Maize G. Littleford
Vendor

Alta G. Hansen
Vendor

Tom H. Gray
Vendor

Jay F. Gray

Verne Rex Gray
Vendor

Nina Taft Gray

L. Leo G. Davenport
Vendor

Vendor Joyce L. Phillips

Vendor _____

Vendor _____

Vendor _____

Vendor _____

ACKNOWLEDGMENT OF UTAH COUNTY

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____, 19____, personally appeared before me _____ who being by me duly sworn did say that he is the _____ of Utah County, a body corporate and politic of the State of Utah, and that the foregoing instrument was executed by him on behalf of UTAH COUNTY by authority of a _____ of its _____ duly passed on the _____ day of _____, 19____, and said _____ acknowledged to me that UTAH COUNTY executed the same.



Notary Public in and for the said
County and State
Residing at
My Commission Expires:

STATE OF Utah)
COUNTY OF Utah) SS

On this 22nd day of November, 1980,
personally appeared before me
Marie Littleford, Alta G Hansen, Lynn H Gray,
Joyce G Gray, Verneal R Gray, Miss Deft, Miss G Fleweller
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 G Nelson
Notary Public in and for the State of
Utah
Residing at Bountiful
My Commission Expires: 14-25-82

COUNTY OF _____)
SS

On this _____ day of _____, 19 ____,
personally appeared before me

to me known to be the individual, or individuals, described in and
who executed the within and foregoing instrument, and acknowledged
that _____ signed the same as _____ 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.

(SEAL)

43736

Notary Public in and for the State of _____
Residing at _____
My Commission Expires: _____