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Contract No. 21-LA-40-0160
Parcel Nos. SFS-22(P), SFS-22(T1), SFS-22(T2),
SFS-23(P), SFS-23(T1), SFS-23 (T2)

UNITED STATES
DEPARTMENT OF THE INTERIOR

UTAH LAKE DRAINAGE BASIN WATER DELIVER SYSTEM

SPANISH FORK SANTAQUIN PIPELINE – SOUTH FIELDS REACH 2

CENTRAL UTAH PROJECT COMPLETION ACT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, is made this 22 day of April, 2021, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, particularly the Colorado River Storage Project Act, Act of April 11, 1956 (70 Stat. 110, et seq.), as amended; and the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), as amended, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and BRIGHAM YOUNG UNIVERSITY, A UTAH NONPROFIT CORPORATION AND BRIGHAM YOUNG UNIVERSITY, A UTAH CORPORATION AS THEIR INTEREST APPEARS OF RECORD, hereinafter referred to as the Grantor,

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

1. The Grantor, by this Contract and Grant of Easement, hereby conveys and warrants to the United States, free of lien or encumbrance, except as otherwise provided herein, the following described interests in real property situated in the County of Utah, State of Utah, to-wit:

Non-exclusive easements over six parcels of land situated within Sections Five (5) and Six (6), Township Nine (9) South, Range Three (3) East, Salt Lake Base and Meridian, containing a combined area of 26.61 acres, more or less, and more particularly described as follows:

Two non-exclusive Perpetual Easements to construct, reconstruct, operate and maintain and replace underground water pipeline or pipelines and appurtenant structures, on, over, under, or across the following-described land:

Parcel SFS-22(P) (Perpetual Easement)

Commencing at the Northeast Corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence along the North Section Line South 89°08'08" West 1392.09 feet to the True Point of Beginning; thence South 00°46'56" East 31.02 feet; thence South 59°37'30" West 109.59 feet; thence South 70°52'27" West 205.05 feet; thence South 59°37'30" West 429.24 feet; thence 702.80 feet along the arc of a 5000.00 foot radius curve to the right, chord bears South 63°39'06" West 702.22 feet; thence South 67°40'42" West 180.47 feet; thence 358.96 feet along the arc of a 2499.10 foot radius curve to the left, chord bears South 63°33'49" West 358.65 feet; thence South 59°26'56" West 2546.22 feet to a point on the West Section Line of said Section 5; thence along said West Section Line North 00°24'27" West 57.82 feet; thence leaving said West Section Line North 59°26'56" East 2517.18 feet; thence 366.14 feet along the arc of a 2546.10 foot radius curve to the right, chord bears North 63°33'49" East 365.82 feet; thence North 67°40'42" East 180.47 feet; thence 695.77 feet along the arc of a 4950.00 foot radius curve to the left, chord bears North 63°39'06" East 695.20 feet; thence North 59°37'30" East 223.04 feet; thence North 47°24'00" East 92.09 feet; thence North 59°37'30" East 23.08 feet; thence North 70°52'27" East 305.01 feet; thence North 59°37'30" East 79.30 feet to a point on said North Section Line; thence along said North Section Line North 89°08'08" East 46.75 feet to the point of beginning.

Said Parcel SFS-22(P) contains an area of 5.24 acres, more or less.

Parcel SFS-23(P) (Perpetual Easement)

Commencing at the East Quarter Corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence along the East Section Line North 00°24'27" West 502.39 feet to the True Point of Beginning; thence South 59°26'56" West 2381.38 feet; thence 499.73 feet along the arc of a 1035.00 foot radius curve to the right, chords bears South 73°16'51" West 494.89 feet; thence South 43°32'59" West 76.59 feet; thence South 00°22'03" East 1797.17 feet to a point on the South Section Line of Section 6; thence along said South Section Line South 88°47'06" West 50.01 feet to a point on the westerly boundary of that certain real property described in Entry 4258:1959 as recorded by the Utah County Recorder; thence along said westerly boundary North 00°22'03" West 1803.65 feet; thence leaving said westerly boundary North 43°32'59" East 137.65 feet; thence 481.04 feet along the arc of a 985.00 foot curve to the left, chord bears North 73°26'22" East 476.27 feet; thence North 59°26'56" East 2410.42 feet to a point on said East Section Line; thence South 00°24'27" East 57.82 feet to the point of beginning.

Said Parcel SFS-23(P) contains an area of 5.48 acres, more or less.

Also:

Four non-exclusive Temporary Easements for construction purposes during construction of the pipeline and appurtenant structures, on over, and across the following described land:

Parcel SFS-22(T1) (Temporary Easement)

Commencing at the Northeast Corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence along the North Section Line South 89°08'08" West 1438.84 feet to the True Point of Beginning; thence South 59°37'30" West 79.30 feet; thence South 70°52'27" West 305.01 feet; thence South 59°37'30" West 23.08 feet; thence South 47°24'00" West 92.09 feet; thence South 59°37'30" West 223.04 feet; thence 695.77 feet along the arc of a 4950.00 foot radius curve to the right, chord bears South 63°39'06" West 695.20 feet; thence South 67°40'42" West 180.47 feet; thence 366.14 feet along the arc of a 2549.10 foot radius curve to the left, chord bears South 63°33'49" West 365.82 feet; thence South 59°26'56" West 2517.18 feet; thence North 00°24'27" West 52.04 feet; thence North 59°26'56" East 2491.05 feet; thence 372.60 feet along the arc of a 2594.10 foot radius curve to the right, chord bears North 63°33'49" East 372.28 feet; thence North 67°40'42" East 180.47 feet; thence 689.44 feet along the arc of a 4905.00 foot radius curve to the left, chord bears North 63°39'06" East 688.88 feet; thence North 59°37'30" East 564.40 feet; thence North 89°08'08" East 172.56 feet to the point of beginning.

Said Parcel SFS-22(T1) contains an area of 4.57 acres, more or less.

Parcel SFS-22(T2) (Temporary Easement)

Commencing at the Northeast Corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence along the North Section Line South 89°08'08" West 1260.19 feet to the True Point of Beginning; thence South 59°37'30" West 228.07 feet; thence South 70°52'27" West 220.42 feet; thence South 59°37'30" West 425.79 feet; thence 707.72 feet along the arc of a 5035.00 foot radius curve to the right, chord bears South 63°39'06" West 707.13 feet; thence South 67°40'42" West 180.47 feet; thence 353.93 feet along the arc of a 2464.10 foot radius curve to the left, chord bears South 63°33'49" West 353.63 feet; thence South 59°26'56" West 865.61 feet; thence North 88°49'18" East 35.68 feet; thence South 01°10'42" East 40.00 feet; thence South 88°49'18" West 106.75 feet; thence South 59°26'56" West 1596.26 feet; thence South 00°24'12" East 503.77 feet; thence South 89°36'02" West 20.01 feet; thence North 00°19'00" West 30.23 feet; thence North 00°24'27" West 502.39 feet; thence North 59°26'56" East 2546.22 feet; thence 358.96 feet along the arc of a 2499.10 foot radius curve to the right, chord bears North 63°33'49" East 358.65 feet; thence North 67°40'42" East 180.47 feet; thence 702.80 feet along the arc of a 5000.00 foot radius curve to the left, chord bears North 63°39'06" East 702.22 feet; thence North 59°37'30" East 429.24 feet; thence North 70°52'27" East 205.05 feet; thence North 59°37'30" East 109.59 feet; thence North 00°46'56" West 31.02 feet; thence North 89°08'08" East 131.90 feet to the point of beginning.

Said Parcel SFS-22(T2) contains an area of 4.05 acres, more or less.

Parcel SFS-23(T1) (Temporary Easement)

Commencing at the East Quarter Corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence along the East Section Line North 00°24'27" West 560.21 feet to the True Point of Beginning; thence South 59°26'56" West 2410.42 feet; thence 481.04 feet along the arc of a 985.00 foot radius curve to the right, chord bears South 73°26'22" West 476.27 feet; thence South 43°32'59" West 137.65 feet; thence North 00°22'03" West 143.76 feet; North 89°58'20" East 51.60 feet; thence 501.23 feet along the arc of a 940.00 foot radius curve to the left, chord bears North 74°43'28" East 495.31 feet; thence North 59°26'56" East 2436.55 feet; thence South 00°24'27" East 52.04 feet to the point of beginning.

Said Parcel SFS-23(T1) contains an area of 3.19 acres, more or less.

Parcel SFS-23(T2) (Temporary Easement)

Beginning at the East Quarter Corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base & Meridian; thence South 89°11'20" West 20.04 feet; thence North 00°24'12" West 450.50 feet; thence South 59°26'56" West 2337.93 feet; thence 534.30 feet along the arc of a 1070.00 foot radius curve to the right, chord bears South 73°45'14" West 528.77 feet; thence South 00°22'03" East 1816.20 feet; thence South 88°47'06" West 37.01 feet; thence North 00°22'03" West 1797.17 feet; thence North 43°32'59" East 76.59 feet; thence 499.73 feet along the arc of a 1035.00 foot radius curve to the left, chord bears North 73°16'51" East 494.89 feet; thence North 59°26'56" East 2381.38 feet; thence South 00°24'27" East 502.45 feet to the point of beginning.

Said Parcel SFS-23(T2) contains an area of 4.08 acres, more or less.

1a. The Grantor warrants that Grantor is the owner of the real property whereon the above-described easement lies.

1b. The Grantor, for itself, its successors and assigns, agrees that, within the perpetual easement area described herein, it shall not: (i) erect, construct, or permit to be constructed, any permanent building, structure, or improvement of any kind (expressly excluding the roadway and associated improvements as described in 2c below and as generally depicted on Exhibit A attached hereto and incorporated herein conditional on the Grantor submitting design drawings and data, the United States agreeing in conjunction with this Contract and Grant of Easement to provide an Encroachment Agreement from the United States for any facilities depicted on said Exhibit A or associated with roadway and development infrastructure that may encroach within the perpetual easements herein described, or as may be defined hereinafter), nor shall Grantor construct or permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the United States ability to gain access to the easement for operation, maintenance, repair, and replacement purposes; (ii) plant any tree on any portion of the easement, nor dig or drill any holes or wells, nor increase or decrease the ground elevations existing at the time this document is

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executed, on all or any portion of the easement (excluding minimum surface intrusions or elevation alterations for landscape or hardscape associated with the above-referenced roadway); (iii) remove materials from the area (excluding removal of landscape or hardscape associated with the above-referenced roadway) without the approval of the United States, its agents or assigns. Any such obstruction installed or permitted to be constructed, installed, or maintained within the boundaries of the easement area without an approved Encroachment Agreement shall be removed at Grantor's sole expense.

1c. In the event that Grantor, its heirs, successors, or assigns, places or permits to be placed, any encroachment on any portion of the easement (excluding those improvements described in 2c. below), the United States shall have the right to remove the encroachment after five (5) days written notice to Grantor, and Grantor, its heirs, or successors, or assigns, agrees to pay all costs incurred by the United States in removing the encroachment. All costs shall earn interest at the rates set by Utah law for interest on judgments until Grantor has reimbursed the United States for the cost of removal of any such encroachment. Any damage to the United States' property or appurtenant structures caused by the Grantor's use or encroachment of the easement shall be repaired at the sole cost and expense of the Grantor.

1d. The Grantor, for itself, its successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Grantor or any third party, within the above-described easement area, subsequent to the date of execution of this Contract and Grant of Easement, shall be made at Grantor's own risk, and Grantor hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever which is caused by or as a direct result of such alteration, modification, change, or placement of improvements within said area; provided, however, that nothing in this Article shall be construed as releasing the United States from liability for its own negligence or the negligence of its employees, agents or contractors. The United States' liability is governed by the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

1e. The rights to be granted 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 Grantor and/or in third parties if not administratively objectionable; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on, over, under, or across said lands; (iii) court liens, judgments or financial encumbrances, such as Deeds of Trust, for which a formal consent has been obtained from the court or the lien holder; and (iv) all other matters of record as of the date hereof.

1f. The Temporary Easements herein granted shall terminate twenty-four (24) months from the date of this contract or at the end of construction, whichever comes first. No continuing access is allowed on the Temporary Easement area described herein once construction is completed or the Temporary Easement expires without the express written consent of the Grantor.

1g. During construction, maintenance, repair or removal of the United States' pipeline, subject to statutory authority and available appropriations, the United States shall restore or repair, at the expense of the United States with material of like kind and equal quality, any fence, grass,

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soil, shrubbery, trees, bushes, flowers, other vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt damaged or displaced from the exercise of the easement rights granted herein.

1h. The United States may, in its sole discretion, erect, maintain, or use gates in all fences which now cross or later may cross any portion of the easement(s) to enable the United States to take equipment along the easement(s) to perform required maintenance and repair. Grantor may lock any such gate to prohibit the public from unlawful access to the easement area, but Grantor shall provide the United States a key to any such lock at Grantor's expense.

1i. The United States shall also be entitled to trim, cut, or clear away trees, brush, or other vegetation or flora from time to time as the United States determines in its sole discretion without additional compensation.

2. The following SPECIAL PROVISIONS set forth additional details, terms, and specifications hereby agreed to in connection with construction of the Spanish Fork Santaquin Pipeline – South Fields Reach 2, which is the subject matter of this Contract and Grant of Easement. To the extent of any conflict between the provisions of this Section 2 and any other provisions herein, this Section 2 shall control.

(a) The plan drawings and standards and specifications will detail how the project is to proceed. The Contract South Fields Reach 2 drawings and specifications for this project have been reviewed by the Grantor and shall be incorporated and made a part of this contract.

(b) The United States agrees to design and construct the Pipeline in accordance with sound engineering standards, and in conformance with Agreement No. WS-20-100 dated the 5th of April, 2019 and entitled, "Agreement Between Brigham Young University, Salem Irrigation and Canal Company, Salem City, Central Utah Water Conservancy District, and the United States Department of the Interior, Regarding the Spanish Fork-Santaquin Pipeline, Utah Lake Drainage Basin Water Delivery System," which agreement shall be incorporated and made a part of this contract. Compacted roadway earthwork shall be eliminated between 800 East and 400 East at the request of Grantor.

(c) The United States acknowledges the road to be built directly over the top of the pipeline and that there will be many and various utilities that will cross through and run parallel to the pipeline and within the easement areas. The street profile is yet to be determined but will have an approximate profile as depicted in Exhibit A, and will likely include a planter strip with trees to be installed. No trees will be planted within 10 feet of the outer boundary of the pipeline. The Grantor agrees that for all future utility projects, roadways, parking lots, trails, or other hardened surface project crossings within the permanent easement granted by the United States (expressly excluding the roadway and associated improvements as described in this Section 2c and as generally depicted on Exhibit A for which the United States agrees in conjunction with this Contract and Grant of Easement to provide an Encroachment Easement), the Grantor shall submit an Encroachment Agreement to the United States for review. Said Encroachment Agreement shall be submitted by Grantor prior to the commencement of construction thereof and shall include details of the proposed action, including any applicable maps, and in the case of any proposed facility located within 10 feet horizontally or 1.5 feet vertically of the Pipeline, engineering

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drawings to scale and specifications. Within 30 days of receipt of the Grantor's notification, the United States shall review the notification, determine if additional information is necessary and which additional reviews, including NEPA, are required. The United States shall notify Grantor of any additional requirements and the estimated time of completion of any required reviews. If Grantor does not receive a response from the United States with 30 days, Grantor may complete projects for which notification was submitted. Grantor shall respond to additional requirements of the United States within 30 days of notification. Said notification and response will serve to provide mutual protection of the Pipeline and Salem City utilities at no cost to the Grantor. Notwithstanding the foregoing, all approvals will be received and final within 90 days. The United States agrees that following any such review and response, approval will not be unreasonably withheld. To the extent authorized by law, the United States of America agrees to waive fees for future encroachment permits filed by the Grantor and/or Salem City for encroachments along or crossing the Pipeline.

3. The acquiring federal agency is the Department of the Interior represented by the officer executing this Contract and Grant of Easement, and his duly appointed successor, or his duly authorized representative.

4. The United States shall purchase said easement on the terms herein expressed, and on execution and delivery of this Contract and Grant of Easement, and approval by the proper officials of the United States, it shall cause to be paid to the Grantor as full purchase price the sum of FOUR HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$452,000.00)

5. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this Contract and Grant of Easement. The expense of recording this Contract and Grant of Easement shall be borne by the United States.

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

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easement 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.

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

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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 and Grant of Easement, 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 payment for granting the above-described easement to the order of the title contractor or closing agent, and the Grantor hereby authorizes the said contractor or agent to 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 Grantor; and to remit the balance of the proceeds to Grantor; together with an itemized statement of the payments made on Grantor's behalf.

8. This Contract and Grant of Easement shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Grantor, and the assigns of the United States.

9. After execution of this contract by the United States, the proper officers, agents, and assigns of the United States shall, at all times, have unrestricted access to said easements for any purpose including the construction, reconstruction, operation, or maintenance of the Spanish Fork Santaquin Pipeline – South Fields Reach 2, free of any claim for damage or compensation on the part of the Grantor, except as otherwise provided for in this contract.

10. If the Secretary of the Interior determines that the title to the easement should be acquired by the United States by judicial procedures, either to procure a safe title or to obtain title more quickly, 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. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract and Grant of Easement, 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. Time is of the essence in the performance of this Contract and Grant of Easement.

14. The terms of this Contract and Grant of Easement will survive the grant provided for herein.

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

Approved for legal sufficiency:

THE UNITED STATES OF AMERICA

U.S. Department of the Interior
Office of the Regional Solicitor

By David Krueger
Regional Realty Officer

BRIGHAM YOUNG UNIVERSITY

By Steve Hafen REH
Steve Hafen, Administration VP and CFO RW

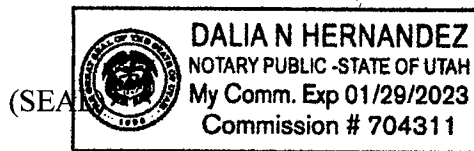
Kirton McConkie

ACKNOWLEDGMENT OF THE UNITED STATES

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

On the 24th day of May, 2021, personally appeared before me David Krueger, known to me to be the Regional Realty Officer of the Bureau of Reclamation, Interior Region 7 - Upper Colorado Basin, the United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States of America.

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



Dalia N Hernandez
Notary Public in and for the
State of Utah
Residing at Fruit Heights

ACKNOWLEDGMENT OF BRIGHAM YOUNG UNIVERSITY

State of *Utah*)
) ss.
County of *Utah*)

On this 22 day of April, 2021, Steve Hafen appeared before me, who, being by me duly sworn, did say that he is the Administration Vice President and Chief Financial Officer of Brigham Young University and is authorized to sign for Brigham Young University.

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

Betty Mae Johnson

Notary Public in and for the
State of Utah
Residing at Provo, Utah



Exhibit A

