

Contract No. 10-LM-40-03680

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
GATEWAY CANAL

Ent. 121360 Bk. 287 Pg. 679
Date: 30-SEP-2010 8:56:44AM
Fee: \$31.00 Check
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
BUREAU OF RECLAMATION

BOUNDARY ADJUSTMENT AGREEMENT

BETWEEN THE
UNITED STATES OF AMERICA
AND
DONALD AND LARAINÉ WHITEAR FAMILY TRUST
AND
DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP
AND
LONE TREE LAND LLC

THIS BOUNDARY ADJUSTMENT AGREEMENT, made this 1st day of September, 2010, in pursuance of the Act of Congress of June 17, 1902, (32 Stat.388), acts and regulations amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 4, 1939, (53 Stat. 1187), all of which are commonly known and referred to as the Reclamation Laws, and including the Code of Federal Regulations (31 CFR 902.2), between the UNITED STATES OF AMERICA, hereinafter called the United States, represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative, and DONALD AND LARAINÉ WHITEAR FAMILY TRUST, DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP and LONE TREE LAND LLC, hereinafter called the Landowners,

RECITALS

WHEREAS, the United States holds title to real property located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 5 North, Range 1 East, in the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 4 North, Range 1 East and the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian; and

WHEREAS, the Landowners also hold title to real property located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 5 North, Range 1 East, in the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 4 North, Range 1 East and the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian; and

WHEREAS, the previous fence constructed in the 1950's along the Gateway Canal (Canal) and between the above properties did not reflect the legal property boundary between the properties; and

WHEREAS, both parties have encroached on each other's property for many

years and hereby acknowledge that discrepancies exist and that it is economically feasible and in the best interests of the United States and the Landowners to resolve these issues through this Boundary Adjustment Agreement (Agreement); and

WHEREAS, Weber Basin Water Conservancy District (District) has worked with the Landowners and the United States to identify a boundary line that satisfies the needs of the United States by incorporating lands needed to protect the Canal, and satisfies the needs of the Landowners by incorporating lands recorded as a part of their agricultural operation; and

WHEREAS, the District has, in an equal division of property, constructed a fence on the newly identified boundary line that satisfies the needs of the Landowners and the United States; and

WHEREAS, the United States will benefit from accepting the new boundary line by holding legal title to land which is needed to protect its Canal; and

WHEREAS, the Landowners will benefit from accepting the new boundary line by holding legal title to property containing a portion of their agricultural operation; and

WHEREAS, the Landowners agree to no legal action against the United States upon execution of this Agreement; and

WHEREAS, this Agreement will benefit all parties by resolving all potential claims by any party; and

WHEREAS, the parties hereto desire to memorialize their respective agreements in writing as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants contained herein, it is agreed between the parties hereto as follows:

1. The Landowners agree that the adjusted boundary, as delineated by the newly constructed fence, provides a true and accurate division of property between the Landowners and the United States, and an as-built fence line description describing the east and west fences along the Canal, attached herein as EXHIBIT A, will be recorded with this Agreement in the office of the Morgan County Recorder.

2. The United States and the Landowners agree that the fence line has been constructed in a mutually acceptable location and satisfies the needs of both parties.

3. The Landowners agree that upon execution of this Agreement, they waive any and all rights they may have to file an action against the United States, either with any administrative or judicial body, concerning the division of properties described in this Agreement.

4. The Landowners warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Landowners for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability.

5. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

6. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

Approved: Christoph B. Piri
Regional Solicitor's Office

Ramona Gold
Regional Director

DONALD AND LARAINÉ WHITEAR FAMILY TRUST AND
DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP

Donald J. Whitear
Donald J. Whitear, Landowner

LONE TREE LAND LLC

Ronnie B. Whitear
Ronnie B. Whitear, Manager

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

Tage I. Flint
Tage I. Flint, Manager

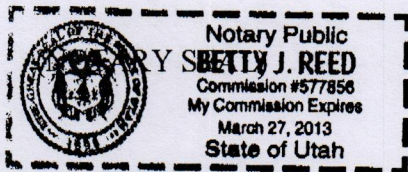
ACKNOWLEDGEMENT OF THE UNITED STATES

ACKNOWLEDGEMENT OF THE UNITED STATES

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake

On the 15th day of September 2010, personally appeared before me
, who being by me duly sworn did say that he is the Acting Regional Director, Upper
Colorado Region, Bureau of Reclamation, Department of the Interior, and that said instrument was
signed in behalf of the United States of America pursuant to authority delegated to him.

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



Betty J. Reed
Notary Public

ACKNOWLEDGMENT OF DONALD AND LARAIN WHITEAR FAMILY TRUST
AND
DONALD AND LARAIN WHITEAR FAMILY LIMITED PARTNERSHIP,
AND
LONE TREE LAND LLC

STATE OF UTAH)
) ss.
COUNTY OF Morgan

On this 19th day of July, 2010, personally appeared before me
Donald J. Whitear, and Ronnie B. Whitear, to me known to be the grantees in trust of the
DONALD AND LARAIN WHITEAR FAMILY TRUST and principle partners of the
DONALD AND LARAIN WHITEAR FAMILY LIMITED PARTNERSHIP, and manager of
LONE TREE LAND LLC described herein, and executed the within and foregoing instrument
and acknowledged that they signed the within and foregoing instrument by authority on behalf of
said Trust, Partnership and Limited Liability Company, 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.

(NOTARY SEAL)

Jennifer F. Evans
Notary Public

EXHIBIT A



EXHIBIT A

An as-built fence line description on the East side of the Canal separating and designating United States property from private property owned by DONALD AND LARAINÉ WHITEAR FAMILY TRUST, the DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP and LONE TREE LAND, LLC, (Whitear) situated in Southeast Quarter (SE $\frac{1}{4}$) of Section 36, Township 5 North, Range 1 East, in the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 4 North, Range 1 East and the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah, and is more particularly described as follows:

Beginning at a point on the newly constructed fence line, a common property corner between Whitear, Sessions and the United States, which point lies South 14°41'51" West, Thirteen Hundred Twenty-four and Eight-hundredths (1,324.08) feet from the East Quarter Corner of said Section 36; thence along a mutually agreed upon boundary line, being a newly constructed fence line, South 08°12'38" West, Two Hundred Twenty and Twenty-seven-hundredths (220.27) feet; thence South 08°15'57" East, Sixty-one and Forty-three-hundredths (61.43) feet; thence South 27°49'42" East, Two Hundred Ninety-seven and Sixty-three-hundredths (297.63) feet; thence South 17°56'32" East, One Hundred Seventy-two and Seventy-nine-hundredths (172.79) feet; thence South 19°46'54" East, Two Hundred Thirty and Ten-hundredths (230.10) feet; thence South 23°45'30" West, Sixty-seven and Thirty-one-hundredths (67.31) feet; thence South 12°04'45" East, One Hundred Forty-five and Two-hundredths (145.02) feet; thence South 79°43'38" West, One Hundred Seven and Thirty-four-hundredths (107.34) feet; thence South 27°40'36" West, Seventy-five and Seventy-eight-hundredths (75.78) feet; thence South 00°35'15" West, Two Hundred Eighteen and Ninety-nine-hundredths (218.99) feet; thence North 88°24'57" West, One Hundred Ninety-three and Seventy-five-hundredths (193.75) feet; thence South 07°30'47" West, Eighty-seven (87.00) feet; thence South 03°51'35" East, Seventy-one and Nine-hundredths (71.09) feet; thence South 20°02'55" East, Forty-five and Seventy-two-hundredths (45.72) feet; thence along a curve to the right having a radius of Four Hundred Fifty (450.00) feet and a length of Four Hundred Twelve and Thirty-eight-hundredths (412.38) feet, (cord bears South 20°20'02" East, Three Hundred Ninety-eight and Ten-hundredths (398.10) feet); thence South 25°07'44" West, Two Hundred Twenty-eight and Fifty-nine-hundredths (228.59) feet; thence South 12°52'43" West, Seventy-three and Fifty-two-hundredths (73.52) feet; thence South 30°11'51" East, Thirty-one and Seventy-six-hundredths (31.76) feet; thence South 22°27'23" West, Fifty-two and Fifty-two-hundredths (52.52) feet; thence South 02°25'25" West, One Hundred Eighty-seven and Seven-hundredths (187.07) feet; thence South 11°20'05" East, One Hundred Eighty and Forty-eight-hundredths (180.48) feet; thence South 11°48'22" East, Four Hundred Forty-three and Forty-nine-hundredths (443.49) feet; thence South 03°05'09" East, One

Hundred Eleven and Forty-hundredths (111.40) feet; thence South 55°27'23" West, Thirty-two and Forty-hundredths (32.40) feet; thence South 14°18'22" East, Twenty-six (26.00) feet; thence South 79°08'51" East, Forty-nine and Ninety-eight-hundredths (49.98) feet; thence South 36°01'23" East, One Hundred Twenty-one and Three-hundredths (121.03) feet; thence South 35°47'01" East, One Hundred Nineteen and Seventy-five-hundredths (119.75) feet; thence South 25°20'13" East, Three Hundred Ninety-seven and Sixty-hundredths (397.60) feet; thence South 34°34'17" East, Four Hundred Sixty-eight and Sixteen-hundredths (468.16) feet; thence South 44°13'33" East, One Hundred and Fifty-three-hundredths (100.53) feet; thence South 46°49'43" East, One Hundred Twenty-three and Seventy-two-hundredths (123.72) feet; thence South 57°31'48" East, Three Hundred Eight and Sixty-two-hundredths (308.62) feet; thence South 60°36'50" East, Twenty-five and Seventy-one-hundredths (25.71) feet; thence South 35°46'43" West, Twenty-five and eighty-hundredths (25.80) feet; thence South 19°49'53" East, Fifty-nine and Fifty-one-hundredths (59.51) feet; thence South 30°47'50" East, One Hundred Thirty-four and Eighty-nine-hundredths (134.89) feet; thence South 60°28'58" West, Seventy-one and Fifty-seven-hundredths (71.57) feet thence South 41°53'20" East, Ten and Thirty-six-hundredths (10.36) feet; thence South 23°19'04" East, Thirty-seven and Ninety-hundredths (37.90) feet; thence South 29°13'28" East, Sixteen and Thirty-nine-hundredths (16.39) feet; thence South 34°08'09" East, Fourteen and Twenty-six-hundredths (14.26) feet; thence South 48°37'53" East, Forty-one and Thirty-one-hundredths (41.31) feet; thence South 25°12'04" West, Nine and Thirty-nine-hundredths (9.39) feet; thence South 59°40'21" East, Twenty-three and Seventeen-hundredths (23.17) feet; thence North 79°47'46" East, Ten and Sixteen-hundredths (10.16) feet; thence North 09°05'25" East, Twenty-one and Sixty-one-hundredths (21.61) feet, from which point the West Quarter of said Section 6 lies North 48°00'47" West, Twelve Hundred Forty-five and Thirty-nine-hundredths (1,245.39) feet.

An as-built fence line description on the West side of the Canal separating and designating United States property from private property owned by DONALD AND LARAIN WHITEAR FAMILY TRUST, the DONALD AND LARAIN WHITEAR FAMILY LIMITED PARTNERSHIP and LONE TREE LAND, LLC, (Whitear) in the Northeast Quarter (NE¼) of Section 1, Township 4 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah, and is more particularly described as follows:

Beginning at a point on the newly constructed fence line, which point lies North 12°30'38" West, Twenty-seven Hundred Twenty-seven and Forty-eight-hundredths (2,727.48) feet from the East Quarter Corner of said Section 1; thence along a mutually agreed upon boundary line, being a newly constructed fence line, North 84°14'49" West, Sixty-nine and Twenty-six-hundredths (69.26) feet; thence North 85°30'51" West, Seventy-two and Five-hundredths (72.05) feet; thence South 01°58'06" West, One Hundred Fifty-one and Forty-hundredths (151.40)

feet; thence South 52°51'33" East, One Hundred Ninety-six and Eighteen-hundredths (196.18) feet; thence South 32°10'55" East, Two Hundred Eighteen and Ten-hundredths (218.10) feet; thence South 01°08'18" East, One Hundred Five and Sixty-hundredths (105.60) feet; thence South 18°53'22" West, One Hundred Fifty-seven and Four-hundredths (157.04) feet; thence South 18°29'34" West, One Hundred Thirty-two and Sixty-four-hundredths (132.64) feet; thence South 07°18'25" West, One Hundred Ten and Sixty-four-hundredths (110.64) feet; thence South 05°31'47" East, One Hundred Sixty-three and Seventy-nine-hundredths (163.79) feet; thence South 05°12'02" East, Forty-two and Eight-hundredths (42.08) feet; thence South 10°31'27" East, Ninety-six and Seven-hundredths (96.07) feet; thence South 11°37'47" East, Ninety-nine and Ten-hundredths (99.10) feet; thence South 22°05'57" East, One Hundred Thirty-five and Forty-five-hundredths (135.45) feet; thence South 10°17'58" East, Two Hundred Thirty-eight and Thirty-two-hundredths (238.32) feet; thence South 07°24'52" East, One Hundred Fifty-eight and Fifty-eight-hundredths (158.58) feet; thence South 73°42'21" East, Forty-eight and Fifty-four-hundredths (48.54) feet; thence South 12°55'49" East, Forty and Ninety-six-hundredths (40.96) feet; thence South 18°02'03" West, Seventy-four and Twelve-hundredths (74.12) feet; thence South 22°58'36" East, Ninety and Fifty-five-hundredths (90.55) feet; thence South 21°49'44" East, Fifty-six and Eighty-seven-hundredths (56.87) feet; thence South 25°03'53" East, One Hundred and Twenty-five-hundredths (100.25) feet; thence South 25°25'03" East, Eighty-eight and Seventy-nine-hundredths (88.79) feet; thence South 31°27'36" East, Sixty-four and Sixteen-hundredths (64.16) feet; thence South 18°20'28" East, One Hundred Eighty-one and Ninety-one-hundredths (181.91) feet; thence South 23°12'07" East, Eighty-nine and Six-hundredths (89.06) feet; thence South 31°37'29" East, Eighty-two and Thirty-nine-hundredths (82.39) feet; thence South 81°51'51" East, Sixty and Eight-hundredths (60.08) feet to a point on the newly constructed fence line common to Whitear and the United States properties from which point the East Quarter of said Section 1 lies North 15°41'13" West, One and Fifty-eight-hundredths (1.58) feet.

This fence line description will serve as the accepted property line between Whitear and the United States.