

88-201007  
Deed

WARRANTY DEED

This Warranty Deed made this 27 day of May, 1992, between PROVO CITY CORPORATION, a Municipal Corporation, organized and existing under the laws of the State of Utah, GRANTOR, and the UNITED STATES OF AMERICA, GRANTEE.

WITNESSETH: That the said Grantor, for and in consideration of the exchange therefor of National Forest System land and Fifty-five Thousand and Two Hundred dollars and no/100 (\$55,200.00), cash equalization to be paid by said Grantors, as authorized by the Act of March 1, 1911 (36 Stat. 961), as amended, and the Act of October 21, 1976 (90 Stat. 2743), does by these presents grant, bargain, sell, convey, and confirm unto the said Grantee and its assigns forever, all the certain lots, pieces, or parcels of land situate, lying, and being in the County of Utah, State of Utah, and bounded and particularly described as follows, to-wit:

Salt Lake Meridian

ENT 26073 BK 2941 PG 733  
NINA B REID UTAH CO RECORDER BY HB  
1992 MAY 29 9:14 AM FEE .00  
RECORDED FOR PROVO CITY

T. 6 S., R. 3 E.,

Sec. 34, E1/2NW1/4 lying south of the southerly right-of-way of U.S. Highway 189 through Provo Canyon as presently aligned,

EXCEPTING THEREFROM that portion lying within the Denver and Rio Grand Western Company Railroad owned by the State Road Commission of Utah as described in Quitclaim Deed dated January 8, 1971, recorded January 21, 1971, Entry 753, Book 1207, page 438.

AND the SW1/4NW1/4,

EXCEPTING THEREFROM that portion as deeded to the State Road Commission lying within the right-of-way of U.S. Highway 189 through Provo Canyon as presently aligned, as conveyed by Quitclaim Deed dated May 4, 1988, recorded May 4, 1986, Book 1048, page 408.

ALSO EXCEPTING THEREFROM, that portion lying within the Denver and Rio Grand Western Company Railroad owned by the State Road Commission of Utah as described in Quitclaim Deed dated January 8, 1971, recorded January 21, 1971, Entry 753, Book 1207, page 438.

T. 6 S., R. 3 E.,

Sec. 12, SE1/4SE1/4NE1/4, NE1/4SE1/4, E1/2SW1/4SE1/4, SE1/4SE1/4.

T. 6 S., R. 4 E.,

Sec. 6, lots 12, 13, 19, 20, 21, 25, 26, 27, and 28, and that part of lot 22 described as follows:

Beginning at angle point 4, Special Section 38; thence N. 89°57'44" E., 544.31 feet; thence S. 12°48'28" E., 43.84 feet; thence S. 22°35'37" E., 252.48 feet; thence S. 16°33'14" E., 156.48 feet; thence S. 15°19'0" E., 88.67 feet; thence S. 14°31'40" E., 44.79 feet; thence S. 3°14'59" W., 94.10 feet; thence S. 89°44'24" W., 778.15 feet; thence N. 0°04'08" W., 826.45 feet; thence N. 89°44'24" E., 54.28 feet; thence S. 0°09'29" E., 176.89 feet to the point of beginning. Containing 10.78 acres.

57  
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ALSO, Commencing at a Provo City Monument which is N. 89°57'44" E., 1,020.45 feet along the south line of Special Section 38 from angle point 4, Special Section 38; thence N. 89°57'43" E., 176.53 feet; thence S. 0°48'39" E., 644.94 feet; thence S. 89°44'24" W., 309.36 feet; thence N. 13°01'39" E., 444.99 feet; thence N. 6°16'55" E., 213.91 feet to the point of beginning. Containing 3.47 acres.

Sec. 8, W1/2SE1/4NW1/4, NE1/4SW1/4, S1/2SW1/4.

Special Section 39, that portion more particularly described as follows:

Beginning at the southwest corner of Special Section 39; thence east 10 chains along the south Section line of Special Section 39; thence north 10 chains; thence east 10 chains to the east Section line of Special Section 39; thence north 50.32 chains following the east Section line of Special Section 39; thence west 19.78 chains to the west Section line of Special Section 39; thence south 60.15 chains along the west Section line of Special Section 39, to the point of beginning. Containing 110.00 acres, more or less.

Containing a total of 677.82 acres, more or less.

ENT26073 BK 2941 PG 734

**SUBJECT TO:**

1. A right-of-way for a Telephone Line constructor of poles and wire and other material over the SW1/4NW1/4, NW1/4NW1/4, NE1/4NW1/4NE1/4 Sec. 34, T. 5 S., R. 3 E. Said right-of-way set forth in that certain Warranty Deed dated May 31, 1902, executed by S. S. Donnan and Dolly B. Donnan, his wife, to the Rocky Mountain Bell Telephone Company, a Corporation, recorded June 4, 1902, Book 64, page 89.
2. A right-of-way as set forth in that certain Deed dated July 20, 1911, between Rocky Mountain Bell Telephone Company, a Corporation, and the Mountain States Telephone and Telegraph Company, a Corporation, recorded July 22, 1911, Entry 3236, Book 109, page 374.
3. Grant of a right-of-way for an underground conduit or waterway as set forth in that certain Deed dated August 30, 1912, executed by Lyman L. Donnan and Dolly B. Donnan, his wife, to the Telluride Power Company, a Colorado Corporation, recorded August 31, 1912, Entry 3709, Book 129, page 106.
4. Agreement dated May 24, 1915, for a pipeline and gatehouse, by and between Lyman L. Donnan and Dolly B. Donnan, his wife, and Utah Power and Light Company, a Corporation of Maine, recorded June 4, 1915, Entry 3510, Book 151, page 364.
5. A right-of-way for an electric transmission line as set forth in that certain Deed dated May 25, 1911, executed by and between Lyman L. Donnan and Dolly B. Donnan, his wife, to Utah Power and Light Company, a Corporation of Maine, recorded March 31, 1917, Entry 2873, Book 164, page 136.
6. Agreement dated June 30, 1915, for the use of cresting water from the diversion dam, executed by and between Utah Power and Light Company, a Corporation of Maine, to Lyman L. Donnan and Dolly B. Donnan, his wife, recorded October 31, 1918, Entry 5964, Book 183, page 435.

Said Agreement refers to right-of-ways as reserved in that certain Quit Claim Deed dated May 26, 1915, executed by Utah Power and Light Company and recorded March 31, 1917, Book 164, page 139.

7. Conveyance granting all waters and water rights as decreed in Provo Reservoir, et al., Civil No. 2888, dated October 19, 1944, by and between Lyman L. Donnan and Dolly B. Donnan to Provo Metropolitan Water District, recorded October 19, 1944, Entry 9243, Book 413, page 621.

8. Pipeline Easement dated March 20, 1952, executed by Provo City, a Municipal Corporation, to Utah Power and Light Company, a Corporation, recorded March 10, 1952, Entry 3774, Book 613, page 122.

9. Grant of right-of-way descriptions, dated May 10, 1960, wherein Lyman L. Donnan granted to the United States a right-of-way for ditches and canals, recorded March 13, 1967, Entry 3550, Book 899, page 558.

10. A right-of-way Easement dated September 19, 1972, to The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded October 10, 1972, Entry 15728, Book 1296, page 32.

11. Property Management Agreement dated September 5, 1975, by and between Utah County, Utah, and the Economic Development Administration, United States of America, recorded as Entry 18085, Book 1433, page 765.

12. Easement dated July 16, 1986, executed by Provo City, a Municipal Corporation, to Utah Department of Transportation, for a temporary easement in the NE1/4NW1/4, NW1/4NE1/4 of Sec. 35, T. 5 S., R. 3 E., for the purpose of construction of an expressway known as Project No. 019, recorded August 19, 1986, as Entry 27030, Book 2331, page 562.

13. Declaration of Taking for the Olmstead Diversion and related structures, Utah Power and Light Company dated May 26, 1987, recorded June 16, 1987, as Entry 23401, Book 2425, page 740.

Amended Declaration of Taking dated July 17, 1987, recorded September 9, 1987, as Entry 34326, Book 2451, page 1; and Second Amended Declaration of Taking dated June 7, 1988, recorded June 21, 1988, as Entry 17699, Book 2520, page 452.

**RESERVING to PROVO CITY, a Municipal Corporation, its licensees, successors, and assigns:**

1. An easement for the purposes of ingress and egress, constructing, reconstructing, and maintaining lines for the transmission of electricity, gas, sewage, water, storm drainage, cable television, telecommunications, and other utilities, subject to the regulations of the Secretary of Agriculture (36 CFR 251.17) attached hereto and made a part hereof, following the existing Big Springs Road, over and across Special Section 39, lots 19, 20, 26, and 27 Sec. 6, T. 6 S., R. 4 E., being 30 feet in width, more particularly described as follows:

Beginning at a point approximately 122 feet west of the east line of Special Section 39 and approximately 1,260 feet south of the northeast corner of Special Section 39; thence southwest approximately 2,156 feet to the west line of Special Section 39, this point being approximately at the northeast corner of lot 20; thence southwest approximately 960 feet to the west line of lot 20, this point being approximately 850 feet south of the northwest corner of lot 20; thence southwest approximately 138 feet to the junction of the Big Springs Road with the connector road from the Girl Scout property to the east; thence

southwest approximately 391 feet to the south line of lot 19, this point being approximately 1,105 feet east of the southwest corner of lot 19; thence southwest approximately 1,527 feet to the west line of lot 26, this point being 290 feet north of the southwest corner of lot 26; thence southwest approximately 452 feet to the south section line of Section 6 approximately 347 feet west of the southeast corner of lot 26.

2. An easement for the purposes of ingress and egress, constructing, reconstructing, and maintaining lines for the transmission of electricity, gas, sewage, water, storm drainage, cable television, telecommunications, and other utilities, subject to the regulations of the Secretary of Agriculture (36 CFR 251.17) attached hereto and made a part hereof, following the existing road over and across lots 12, 19, 20, 21, 22 and Special Section 39 in Sec. 6, T. 6 S., R. 4 E., SLM, being 30 feet in width, more particularly described as follows:

Beginning at a point approximately 986 feet south and approximately 57 feet west from the northeast corner of lot 19; thence northeast approximately 86 feet to the west line of lot 20, this point being approximately 920 feet south of the northwest corner of lot 20; thence northeast approximately 618 feet to the west line of Special Section 39, this point being approximately 1,742 feet north of the southwest corner of Special Section 39; thence northeast approximately 1,930 feet to the east line of Special Section 39 at a point approximately 643 feet north of the southwest corner of lot 12; thence southeast approximately 737 feet to the south line of lot 12, at a point approximately 351 feet east of the southwest corner of lot 12; thence southeast approximately 858 feet to the east line of lot 21, this point being approximately 572 feet south of the northeast corner of lot 21; thence southeasterly approximately 665 feet to a point approximately 523 feet north and approximately 363 feet east of the southwest corner of lot 22.

3. An easement for the purposes of ingress and egress, constructing, reconstructing, and maintaining lines for the transmission of electricity, gas, sewage, water, storm drainage, cable television, telecommunications, and other utilities, subject to the regulations of the Secretary of Agriculture (36 CFR 251.17) attached hereto and made a part hereof, following the existing road over and across lot 22, Sec. 6, T. 6 S., R. 4 E., being 30 feet in width, more particularly described as follows:

Beginning at a point approximately 523 feet north and approximately 363 feet east of the southwest corner of lot 22; thence northerly approximately 650 feet to the south line of Special Section 38, this point being approximately 523 feet north and 560 feet east of the southwest corner of lot 22.

4. An easement for the purposes of ingress and egress, constructing, reconstructing, and maintaining lines for the transmission of electricity, gas, sewage, water, storm drainage, cable television, telecommunications, and other utilities, subject to the regulations of the Secretary of Agriculture (36 CFR 251.17) attached hereto and made a part hereof, following the existing road over and across lot 22, Sec. 6, T. 6 S., R. 4 E., being 30 feet in width, more particularly described as follows:

Beginning at a point approximately 177 feet west of the closing corner along the east line of Section 6 with said south line of Special Section 38; thence southeast approximately 671 feet to the east line of lot 22, to a point approximately 645 feet south of the above described closing corner.

5. An easement for the maintenance and repair of an existing 24-inch water main system, being 15 feet on each side of the centerline, located in Sec. 34, T. 5 S., R. 3 E., subject to the

regulations of the Secretary of Agriculture (36 CFR 251.17) attached hereto and made a part hereof, more particularly described as three reaches:

Reach 1 - Beginning at a point on the south line of the northwest quarter of Sec. 34, said point being east approximately 3 feet from the west quarter corner of Sec. 34; thence northeast approximately 3,460 feet to the east line of said northwest corner of Sec. 34, at a point approximately 400 feet south of the north quarter corner of said section, said point being the terminus of this Reach.

Reach 2 - Beginning at the northerly end of an existing 12-inch pipe, said point being south approximately 715 feet along the section line and east approximately 2,458 feet from the northwest corner of Sec. 34, thence southeast approximately 226 feet to the east line of the northwest quarter of Section 34, at a point approximately 670 feet south of the northwest quarter corner of said section, said point being the terminus of this Reach.

Reach 3 - Beginning at a point on the centerline of Reach 1, above, said point being south approximately 785 feet along the section line, and east approximately 2,469 feet from the northwest corner of Sec. 34, thence northeast approximately 66 feet along said centerline, thence southeast approximately 56 feet, thence southwest approximately 66 feet, thence northwest approximately 63 feet to the point of beginning, said point being the terminus of this Reach.

The acquiring agency is the U.S. Department of Agriculture, Forest Service.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

  
JOSEPH A. JENKINS

Mayor

Provo City, a Municipal Corporation

ACKNOWLEDGMENT

STATE OF Utah )  
 ) ss  
COUNTY OF Utah )

On this 27th day of May, 1992, before me Betty Briggs, a Notary Public in and for Utah County, State of Utah, personally appeared JOSEPH A. JENKINS, Mayor, Provo City, and known to me (or satisfactorily proved to me on the oath of \_\_\_\_\_, a competent and creditable witness for that purpose by me duly sworn), to be the persons described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Betty Briggs  
Notary Public



UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE  
GOVERNING THE GRANTOR'S RIGHT TO OCCUPY AND USE  
LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.17

Except as otherwise provided in paragraph (h) of this section, in conveyances of lands to the United States under authorized programs of the Forest Service, where owners reserve the right to occupy and use the land for the purposes of residence, agriculture, industry, or commerce, said reservations shall be subject to the following conditions, rules and regulations which shall be expressed in and made a part of the deed of conveyance to the United States and such reservations shall be exercised thereunder and in obedience thereto:

(a) Except when provided otherwise by statute, the reservation so created shall not be assigned, used, or occupied by anyone other than the grantor without the consent of the United States.

(b) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any persons failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(c) The premises shall not be used or permitted to be used without written consent of the United States, for any purpose or purposes other than those specified in the instrument creating the reservation.

(d) The grantor and all persons acting for or claiming under him shall maintain the premises and all buildings and structures thereon in proper repair and sanitation and shall comply with the National Forest laws and regulations and the laws and lawful orders of the State in which the premises are located.

(e) Except when provided otherwise by statute the reservation shall terminate (1) upon the expiration of the period named in the deed; (2) upon failure for a period of more than one calendar year to use and occupy the premises for the purposes named in the deed; (3) by use and occupancy for unlawful purposes or for purposes other than those specified in the deed; and (4) by voluntary written relinquishment by the owner.

(f) Upon the termination of the reservation the owners of personal property remaining on the premises shall remove same within a period of three months, and all such property not so removed shall become the property of the United States except that when such removal is prevented by conditions beyond the control of the owners the period shall be extended in writing by

the Forest Service to allow a reasonable time for said removal, but in no event longer than one year.

(g) The said reservation shall be subject to rights-of-way for the use of the United States or its permittees, upon, across, or through the said land, as may hereafter be required for the erection, construction, maintenance, and operation of public utility systems over all or parts thereof, or for the construction and maintenance of any improvements necessary for the good administration and protection of the National Forests, and shall be subject to the right of officials or employees of the Forest Service to inspect the premises, or any part thereof, at all reasonable times and as often as deemed necessary in the performance of official duties in respect to the premises.

(h) The conditions, rules and regulations set forth in paragraphs (a) through (g) of this section shall not apply to reservations contained in conveyance of lands to the United States under the act of March 3, 1925, as amended (43 Stat. 1133, 64 Stat. 82; 16 U.S.C. 555).

All regulations heretofore issued by the Secretary of Agriculture to govern the exercise of occupancy and use rights reserved in conveyances of lands to the United States under authorized programs of the Forest Service shall continue to be effective in the cases to which they are applicable, but are hereby superseded as to occupancy and use rights hereafter reserved in conveyances under such programs.

(36 Stat. 961, as amended, 16 U.S.C. 513-518, 42 Stat. 465, as amended, 16 U.S.C. 485, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011, and 70 Stat. 1034, 7 U.S.C. 428a, 78 Stat. 890, 16 U.S.C. 1131-1136; 79 Stat. 843, 16 U.S.C. 460q-460q-9; 80 Stat. 190, 16 U.S.C. 460r-460r-5; 82 Stat. 904, 16 U.S.C. 460v-460v-8; 82 Stat. 919, 16 U.S.C. 1241-1249 and 82 Stat. 906, 16 U.S.C. 1271-1287)

Done at Washington, D.C., this 30th day of December 1970.

T.K. COWDEN,  
Assistant Secretary of Agriculture,

(F.R. Doc. 71-132; Filed, Jan. 5, 1971;  
8:49 a.m.)

5400-35 (1/71)