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Parcel No. WCWEP-W-0529(P)

Contract No. 9-LA-40-L0930

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

UNIZZU 377 BM 00449 Pm 00573-00582 WASATCH CO RECORDER-ELIZABETH M PARCELL 2000 JAN 12 15:10 PM FEE \$28,00 BY MMC REQUEST: OLD REFURLIC TITLE COMPANY

WASATCH CANAL WASATCH COUNTY WATER EFFICIENCY PROJECT BONNEVILLE UNIT, CENTRAL UTAH PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 27th day of September, 1999, in pursuance of the Act of June 17, 1902 (32 STAT.388), and the Act of April 11, 1956 (70 Stat. 105), and Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization Act of 1992 (Public Law 102-575), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

BARBARA TREAT ARNOLD, a single/married person

hereinafter styled 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 does hereby sell and by this Contract and Grant of Easement, with covenants of warranty, grant 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 Wasatch, State of Utah, to-wit:

A perpetual easement including the right of ingress and egress to construct, reconstruct, realign, enlarge, improve, relocate, repair, operate, and maintain the Wasatch Canal (hereinafter referred to as the "canal"), and appurtenant structures, on, over, under, or across the following-described property:

PARCEL NO. WCWEP-W-0529(P) (Perpetual Easement)

All that portion of the Barbara Treat Arnold property, situate in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Eighteen (18), Township Three (3) South, Range Five (5) East, Salt Lake Base and Meridian, included within a strip of land Forty (40.00) feet wide, Forty (40.00) feet left or Easterly from the center line of the Wasatch Canal, from Station 78+29 to 83+00 and included within a strip of land Forty (40.00) feet wide, Forty (40.00) feet left or Easterly from the center line of said Wasatch Canal, from Station 83+00 to 85+45:

Beginning at a point in the centerline of the Wasatch Canal (Station 78+29), as said centerline is depicted on the attached Exhibit A (attached hereto and by this reference made a part hereof), which point is Forty-Four Hundred Forty-nine and Twenty-seven Hundredths (4449.27) feet South and Eighteen Hundred Seventy-five and Sixty Hundredths (1875.60) feet West from the Northeast corner of said Section Eighteen (18), Township Three (3) South, Range Five (5) East Salt Lake Base and Meridian (original stone); thence Southerly One and Thirty-four Hundredths (1.34) feet along the arc of a Fifty (50.00) -foot radius curve to the right (chord bears South 24°56'28" West One and Thirty-four Hundredths (1.34) feet); thence South 25°42'25" West Sixty-four and Eighteen Hundredths (64.18) feet to the point of tangency of a Three Hundred Fifty-nine and Fourteen Hundredths (359.14) foot radius curve to the right; thence Southwesterly Fifty-three and Fifty-four Hundredths (53.54) feet along the arc of said curve; thence South 34°14'54" West Thirty-eight and Thirty-six Hundredths (38.36) feet to the point of tangency of a Sixty-five and Seventy-one Hundredths (65.71) -foot radius curve to the left; thence Southerly Thirty-three and Fifty-one Hundredths (33.51) feet along the arc of said curve, thence South 5°01'41" West, Fifty-nine and Sixty Hundredths (59.60) feet to the point of tangency of a Two Hundred Forty-four and Twenty-five Hundredths (244.25) foot radius curve to the right; thence Southerly Thirty-two and Twelve Hundredths (32.12) feet along the arc of said curve to the point of reverse curvature of a Two Hundred Fifty-two and Forty-seven Hundredths (252.47) -foot radius curve; thence Southerly Forty-four and Eighty-seven Hundredths (44.87) feet along the arc of said curve to the point of compound curvature of a One Hundred Six and Twenty Hundredths (106.20) -foot radius curve; thence Southerly Fifty-nine and Eighty-nine Hundredths (59.89) feet along the arc of said curve; thence South 29°56'01" East Forty-four and Ten Hundredths (44.10) feet to the point of tangency of a One Hundred Thirty and Eight Hundredths (130.08) -foot radius curve to the right; thence Southerly Fifty-five and Nineteen Hundredths (55.19) feet along the arc of said curve; thence South 5°37'24" East, Forty-two and Fifty-six Hundredths (42.56) feet to the point of tangency of a Five Hundred Eighty-five and Ninety-eight Hundredths (585.98) -foot radius curve to the left; thence Southerly One Hundred Ten and Fifty-five Hundredths (110.55) feet along the arc

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of said curve; thence South 16°25'58" East, Seventy-six and Eighty-eight Hundredths (76.88) feet to a point (Station 85+45) Eighteen Hundred Seventy-one and Six Hundredths (1871.06) feet west and Three Hundred Two and Sixty-five Hundredths (302.65) feet north from the Southeast corner of said Section Eighteen (18) (brass cap set 1976).

The sideline boundaries of said strip are to be shortened or extended so as to begin on said northerly boundary line and end on said southerly boundary line of said property boundary. Said strip of land contains Thirty-eight Hundredths (0.38) of an acre, more or less.

Parcel No. WCWEP-W-0529(P) contains a total of Thirty-eight Hundredths (0.38) of an acre 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 himself, his successors and assigns, agrees that, within the perpetual easement area 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 written approval of the United States, its agents or assigns; (iii) future easements to third parties on, over, under, or across the area will be subject to the written approval of the United States, its agents or assigns; (iv) damage to the canal or appurtenant structures caused by the Grantor's negligent use of the easement shall be repaired at the sole cost of the Grantor.
- 1c. It is understood and agreed that the rights to be granted to the United States, as described in Article I hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved or outstanding as of the date of this contract; (ii) any exploration or exploitation of such coal, oil, gas, and other minerals shall be approved in writing, by the Secretary of the Interior or his duly-authorized representative; (iii) rights-of-way of record for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on, over, under, or across said lands in existence on such date; and (iv) 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.
- Id. Grantor, for himself, his 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.

- 1e. The United States, at its sole cost and expense, within the easement 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 Grantor that are damaged or destroyed by construction of the canal, and appurtenant structures, (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks, and (iii) at its option, the United States will compensate the Grantor for damage or loss of the above items based on an appraisal mutually acceptable to the United States and the Grantor.
- 1f. The United States agrees that any crop loss or crop damages incurred as a result of the construction of the project on the above described parcel of land are not included in the consideration paid under Article 3 hereof. The construction contractor will be responsible for payment for such loss or damages. If they are not, the United States will compensate the Grantor for such loss or damages based on an appraisal mutually acceptable to the United States and the Grantor.
- 2. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, realign, enlarge, improve, relocate, repair, operate and maintain said canal, and all other fixtures, devices and appurtenances related thereto, and to conduct all related activities in, on, under, and across the land described in paragraph 1 above, together with the right of access thereto for such purposes, at any time and from time to time, under the following conditions:
- (a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, on, over or across Grantor's remaining property, at any time, as may be convenient and necessary for the purposes of exercising the rights herein mentioned. The United States may, at any time, install and/or use gates in any fences which are now, or may hereafter be, constructed on said lands described herein.
- (b) The rights granted to, and exercised by, the United States shall be subject to all fencing, canals, ditches, pipelines, roadways, and rights-of-way, including the right of the Grantor to use the lands within said parcel for agricultural purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States.
- 3. 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 Six Thousand Eight Hundred Dollars (\$6,800.00) by United States Treasury warrant or fiscal officer's check.
- 4. The Grantor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Grantor may be advised by the United States are necessary and proper to show in the Grantor complete fee simple unencumbered title to the property whereon the above-

described easement lies, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense. 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; and
- (b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property.

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

- 5. 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.
- 6. It is agreed that, at its election, the United States may draw its check in 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 cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; 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.
- 7. This Contract and Grant of Easement shall become effective to bind the United States to purchase said easement immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and 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.

- 8. After execution of this contract by the United States, the proper officers and agents of the United States shall, at all times, have unrestricted access to said easements to survey, construct, reconstruct, realign, enlarge, improve, relocate, repair, operate and maintain the canal, free of any claim for damage or compensation on the part of the Grantor, except as otherwise provided for in this contract.
- 9. 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 or for any other reason, 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. This contract shall constitute full and complete satisfaction of all claims by the Grantor to compensation for the land described in paragraph 1 herein.
- 10. The Grantor warrants that the Grantor has not employed any person to solicit or secure this Contract and Grant of Easement 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 and Grant of Easement, 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 contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business with others than 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 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.
- 12. 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.

THE UNITED STATES OF AMERICA

By Richard C. Yroom, Bruce E. Snyder

Realty Officer

Resources Management Division

Bureau of Reclamation,

Upper Colorado Region

Barbara Treat Arnold, Grantor

<u>ACKNOWLEDGMENT</u>

State of MASSAChusetts)	
) ss. County of Middleex)	
County of Middlesex)	
On this 27th day of September 1. Aphold. or individuals, described in and who executed acknowledged that 3he signed the same the uses and purposes therein mentioned.	to me known to be the individual the within and foregoing instrument, and as Mer, free and voluntary act and deed, for
IN WITNESS WHEREOF, I have he day and year first above written.	reunto set my hand and affixed my official seal the
all the training and the same of the same	

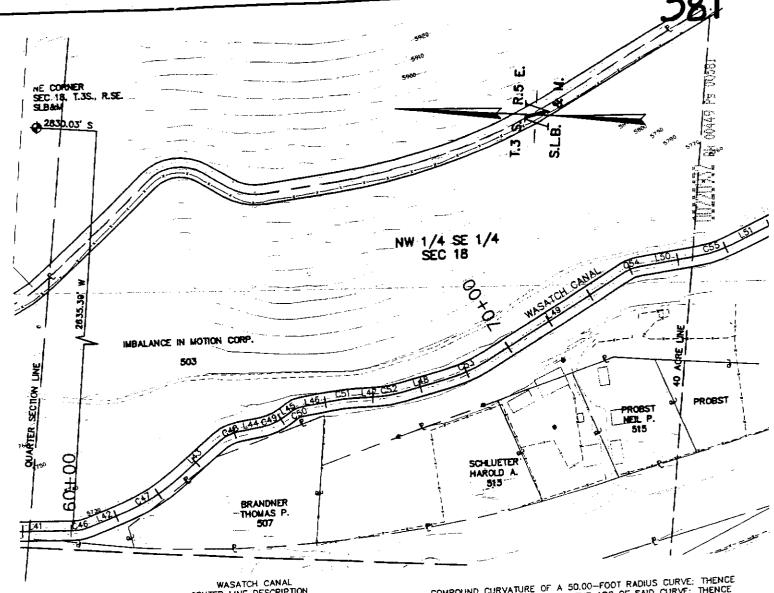
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State of Massachuse 445

Residing at 97 Pennacan De Leoninster, MA

My commission expires: 3-10-2006

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WASATCH CANAL
CENTER LINE DESCRIPTION
W1/25E1/4 SECTION 18, T.35., R.5E. S.LB.&M.

CENTER LINE DESCRIPTION

W1/2SE1/4 SECTION 18, T.3S., R.5E. S.L.B.&M.

BEGINNING AT A POINT 2635.39 FEET WEST AND 2830.03 FEET SOUTH
FROM THE NORTHEAST CORNER OF SECTION 18, T.3S., R.5E. S.L.B.&M.

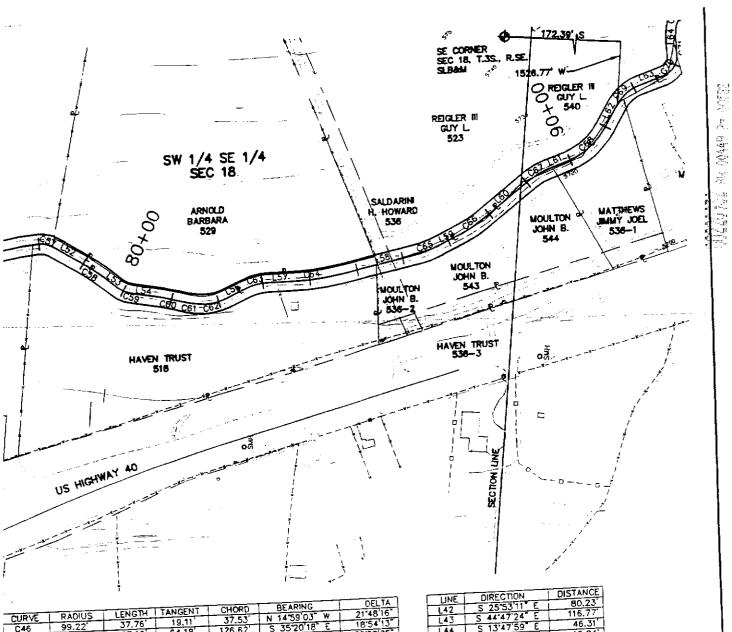
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99.22—FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S. 14*59*03* E. 37.53
99.22—FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 127.19
3B5.52—FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 127.19
5EET ALONG THE ARC OF SAID CURVE; THENCE S. 44*47*24* E. 116.77 FEET
TO THE POINT OF TANGENCY OF A 81.04—FOOT RADIUS CURVE TO THE
RIGHT; THENCE SOUTHEASTERLY 43.83 FEET ALONG THE ARC OF SAID
CURVE; THENCE S. 13*47*59* E. 46.31 FEET TO THE POINT OF TANGENCY OF
A 118.24—FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY
5S.82 FEET ALONG THE ARC OF SAID CURVE; THENCE S. 40*50*50* E. 16.04
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	REVIDATE BY DESCRIPTION INTERMEDIATE : REMSIONS 2'	



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	RADIUS	LENGTH	TANGENT	CHORD		21'48'16"
CURVE	99.22	37.76	19,11	37.53	N 14 33 35 1	18'54'13"
C46	385.52	127.19	64,18	126.62		30'59'25"
C47	81.04	43.B3	22.47	43.30		27'02'50
C48	118.24	55.82	28.44	55.30	3 2/ 13 23 C	27'19'22
C49	1 44.20	21.08	10.74	20.88	N Z 1 0 2 1 1	07'21'05"
C50		62.24	31,16	52.20	3 03 30 00	13'06'26"
C51	485.11	50.62	25.42	50.51	N 12'43'36" W	16'00'44"
C52	221.28	96.61	48.62	96.29	N 2717'11" W	22'35'45'
C53	345.6B	31.57	15.99	31.37	S 23'59'10" E	16'34'38"
C54	B0.00'	71.7B	36.14	71.53	S 20"58"06" E	16 34 30
C55	248.09		91.87	181.04	5 19"24"27" E	19'41'56
C56	529.15	181,93	15.89°	30.29	N 08'04'28" E	3515 54
C57	50.00	30,77		53,49	S 29'58'39" W	08'32'29
C58	359.14	53.54	26.82	33.15	S 19'38'17" W	291313
C59	65.71	33.51	17.13	32.09	S 08'47'41" W	07'32'01"
C60	1 244.25	32.12	16.08	44.81	5 07 28 14" W	1010'56"
C61	252.47	44.87	22.49		S 13'46'38" E	3278'46"
C62	106.20	59.89	30.77	59.10	S 17 46 42" E	24'18'37"
C63	130.08	55.19	28,02	54.78	5 1101'41" E	10.48 33
	585.98	110.55	55.44	110.39		12 27 49
C64	132.05	28.72	14.42'_	28.57	N ZZ J3 J2	13'37'12"
C65_		47,36	23.79	47.24	N 33 44 43	1810 52
C66	199.21	40.33	20.33	40.15	: 5 33 2 <u>3 33</u>	40'38'58
C67	127.09		54.71	102.60	S 44'39'36" E	1 40 38 38
C58	147.70	1 104.79				

1115	DIRECTION	DISTANCE
LINE	S 25'53'11 E	80.23
L42		115.77
L43		46.31
L44	3 10 -1 00	16.04
L45		58.68
<u></u>		40.09
L47	S 0610'23 E	95.72
L48	S 1916 49 E	
1.49	S 3517 32 E	334,68
L5 0	S 12'40'47" E	121.56
L51	S 2915 25 E	105.37
	5 25 42 25 W	64.18
L52	S 3474'54" W	38.36
L53		59.60
L54	3 03 01	44,10
L56_		42.55
L57		168.07
L58	S 16 25 58 E	67.19
L59	S 28 53 47 E	130.52
L60	S 42'30 59 E	43.01
L61	S 24"20'07 E	
L62	S 64"59"05" E	52.13
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CENTRAL UTAH WATER CONSERVANCY DISTRICT
Wasatch County Water Efficiency Project
WASATCH CANAL
EXHIBIT 2

