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Contract No. 00-LA-40 0100

Parcel No. WCWEP-AR-1492 (P) (T)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

00221785 BK 00452 Pg 00389-00407
WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 FEB 14 14:29 PM FEE \$51.00 BY MMC
REQUEST: FIRST AMERICAN TITLE COMPANY

WASATCH COUNTY WATER EFFICIENCY PROJECT
BONNEVILLE UNIT, CENTRAL UTAH PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this ^{5th} day of ^{April}, 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

Robert E. Anderson, a single/married man;
Edward A. Kren, Trustee of the Edward Kren Trust;
Robert M. Coakley, a single/married man;
Hunt Haven LTD, a Utah Limited Partnership;
H. Howard Saldarini, a single/married man;
Guy L. Reigler, III, a single/married man;
~~Barbara Treat Arnold, a single/married woman; BES~~
~~John B. Moulton and Anita S. Moulton, husband and wife BES~~

hereinafter styled Grantors,

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

1. The Grantors do 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 20-foot wide perpetual easement for ingress and egress over and across an access road that services the Wasatch County Water Efficiency Project T-2/T-3 Pump Station and a 50-foot wide temporary easement for construction and maintenance of an access

road that services the Wasatch County Water Efficiency Project T-2/T-3 Pump Station, said easements being more particularly described in Exhibit A, attached hereto and hereby made a part hereof.

1a. It is understood and agreed that the existing roadway within the herein described easement will be used during construction of the pumping plant site and that after construction is complete the roadway will be rehabilitated to a condition as good as existed on the date of this contract, at the sole cost of the United States.

1b. 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 the contract by the Grantors that are damaged or destroyed by the United States or its assigns.

1c. It is understood and agreed that 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 or outstanding as of the date of this contract; (ii) 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 (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.

1d. It is understood and agreed that after the initial construction the assigns of the United States, including but not limited to the Wasatch County Special Service District, will use this perpetual easement for access for operation and maintenance of the Wasatch County Water Efficiency Project.

1e. The United States, and its assigns shall exercise due care and diligence in the use of the right and privileges herein granted.

1f. The temporary easement described herein shall terminate on March 31, 2001.

2. 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

Grantors as full purchase price the sum of Twenty-two Thousand One Hundred and no/100 Dollars (\$22,100.00) by United States Treasury warrant or fiscal officer's check.

3. The Grantors shall, at their 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 Grantors complete fee simple unencumbered title to the property whereon the above-described easements lie, 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 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 Grantors in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantors:

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easements 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 Grantors agree to furnish the United States evidence that these items of expenses have been billed to and paid by him and further agree that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

4. 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.

5. It is agreed that, at its election, the United States may draw its check in payment for granting the above-described easements to the order of the title contractor or closing agent, and the Grantors hereby authorize 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

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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 Grantors; and to remit the balance of the proceeds to Grantors; together with an itemized statement of the payments made on Grantor's behalf.

6. 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 Grantors, and the assigns of the United States.

7. 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 over and across said easements to survey, construct, operate, and maintain the Wasatch County Water Efficiency Project, free of any claim for damage or compensation on the part of the Grantors, except as otherwise provided for in this contract.

8. If the Secretary of the Interior determines that the title to the easements 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.

9. The Grantors warrant that the Grantors have 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 Grantors for the purpose of securing business with others than the United States.

10. 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

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to this contract if made with a corporation or company for its general benefit.

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

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

THE UNITED STATES OF AMERICA

Christoph B. Rich
APPROVED
FIELD Solicitors Office

By *Bruce E. Snyder*
Bruce E. Snyder
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region

Robert E. Anderson
Robert E. Anderson, Grantor

Edward A. Kren, Trustee of the
Edward Kren Trust, Grantor

Robert M. Coakley, Grantor

Hunt Haven LTD, a Utah
Limited Partnership, Grantor
By: LaMont C. Hunt,
General Partner

H. Howard Saldarini
H. Howard Saldarini, Grantor

Guy L. Reigler III
Guy L. Reigler, III, Grantor

~~Barbara Treat Arnold, Grantor~~

~~John B. Moulton, Grantor~~

~~Anita S. Moulton, Grantor~~

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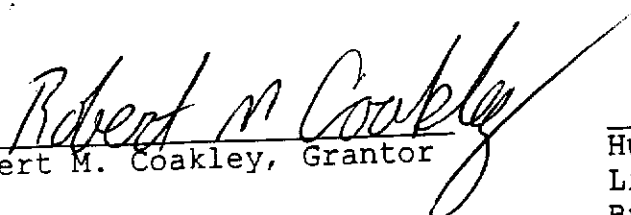
THE UNITED STATES OF AMERICA

By _____

Bruce E. Snyder
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region

Robert E. Anderson, Grantor

Edward A. Kren, Trustee of the
Edward Kren Trust, Grantor



Robert M. Coakley, Grantor

Hunt Haven LTD, a Utah
Limited Partnership, Grantor
By: LaMont C. Hunt,
General Partner

H. Howard Saldarini, Grantor

Guy L. Reigler, III, Grantor

Barbara Treat Arnold, Grantor

John B. Moulton, Grantor

Anita S. Moulton, Grantor

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Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region~~

Robert E. Anderson, Grantor

Edward A. Kren, Trustee of the
Edward Kren Trust, Grantor

Robert M. Coakley, Grantor

LaMont C. Hunt S.P.

Hunt Haven LTD, a Utah
Limited Partnership, Grantor
By: LaMont C. Hunt,
General Partner

H. Howard Saldarini, Grantor

Guy L. Reigler, III, Grantor

BES _____
~~Barbara Treat Arnold, Grantor~~

John B. Moulton BES

~~John B. Moulton, Grantor~~

Anita S. Moulton BES

~~Anita S. Moulton, Grantor~~

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By ~~_____
Bruce E. Snyder
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region~~

Robert E. Anderson, Grantor

Edward A. Kren, trustee
Edward A. Kren, Trustee of the
Edward Kren Trust, Grantor

Robert M. Coakley, Grantor

Hunt Haven LTD, a Utah
Limited Partnership, Grantor
By: LaMont C. Hunt,
General Partner

H. Howard Saldarini, Grantor

Guy L. Reigler, III, Grantor

BES Barbara Treat Arnold, Grantor

BES John B. Moulton, Grantor

BES Deita S. Moulton, Grantor

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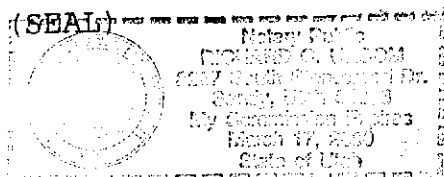
ACKNOWLEDGMENT

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

On this 18th day of March, 1999, personally appeared before me Robert E. Anderson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

Richard C. Urban
Notary Public in and for the
State of Utah
Residing at Sandy



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ACKNOWLEDGMENT

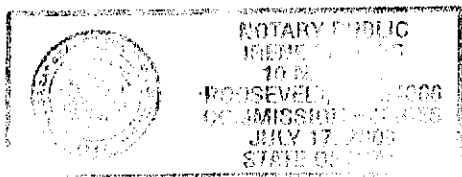
State of Utah)
County of Duchesne) ss.
)

On this 17 day of March, 1999, personally appeared before me Edward A. Kren, who, being by me duly sworn, did say that he is the Trustee of the Edward Kren Trust, dated 3/17/99, and that the within and foregoing instrument was signed in behalf of said Trust by authority, and said Edward A. Kren acknowledged to me that he, as such Trustee, executed the same.

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

Jane Collins
Notary Public in and for the
State of Utah
Residing at Roosevelt, UT

(SEAL)



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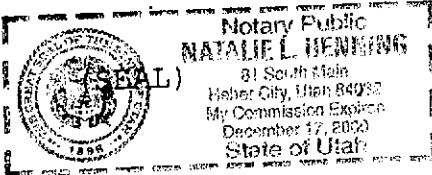
ACKNOWLEDGMENT

State of UTAH)
) ss.
County of Wasatch)

On this 10th day of February, 1920 personally appeared before me Robert M. Coakley, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

Natalie L. Henning
Notary Public in and for the
State of UTAH
Residing at Wasatch



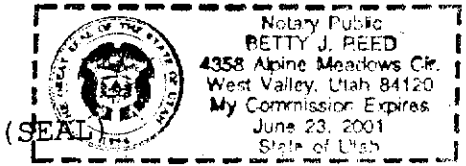
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ACKNOWLEDGMENT

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

On this 12th day of March, 1999, personally appeared before me LaMont C. Hunt, who being by me duly sworn, did say that he is the General Partner of Hunt Haven LTD, a Utah Limited Partnership, and that said instrument was signed on behalf of said partnership by authority of the Partnership Agreement dated May 23, 1997 and said LaMont C. Hunt acknowledged that said Partnership executed the same.

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 in and for the
State of Utah
Residing at West Valley

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ACKNOWLEDGMENT

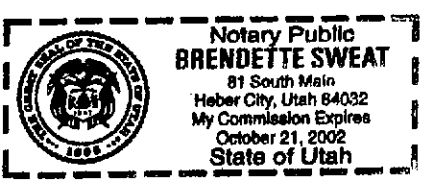
State of)
County of) ss.
)

On this 17th day of March, 1999, personally appeared before me H. Howard Saldarini, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

Brendette Sweat
Notary Public in and for the
State of
Residing at

(SEAL)



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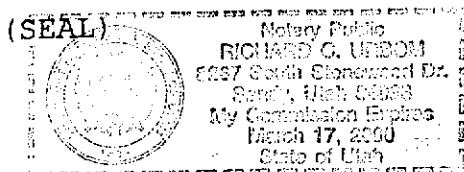
ACKNOWLEDGMENT

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

On this 15th day of March, 1999, personally appeared before me John B. Moulton and Anita S. Moulton, to me known to be the 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.

Richard C. Urbom
Notary Public in and for the
State of *Utah*
Residing at *Sandy*



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PARCEL NO. WCWEP-AR-1492(P) (Perpetual Easement)

The purpose of this 20' Wide Permanent Easement is to describe the Common Driveway as constructed and the easement of which is shown in the "Agreement Between Adjoining Owners Creating Easement for Common Driveway" as recorded in Book 379, Pages 139 to 153, Official Records of Wasatch County, attached as Exhibit A.

A 20' Wide Permanent Easement for ingress and egress over and across an access road that services the Wasatch County Water Efficiency Project T-2/T-3 Pump Station, lying more or less between fence lines and following the centerline of a road known as Moulton Lane, being a portion of the properties in the attached Exhibit A, situate in Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, the centerline of which is described as follows:

Beginning at a point which is North a distance of 222.61 feet and East a distance of 622.43 feet from the South Quarter Corner of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian. Said point being on the East Right of Way line of U.S. Highway 40. THENCE along the East Right of Way line of U.S. Highway 40 (as evidenced by existing fence lines), North 20 Degrees 36 Minutes 05 Seconds West a distance of 16.81 feet to the True Point of Beginning of this 20' Wide Permanent Easement description.

THENCE North 78 Degrees 32 Minutes 08 Seconds East a distance of 73.09 feet to a point on a tangent curve to the left, concave to the Northwest, having a radius of 850.00 feet. A radial line to said point bears South 11 Degrees 27 Minutes 52 Seconds East.

THENCE along the arc of said curve an arc length of 226.47 feet through a central angle of 15 Degrees 15 Minutes 55 Seconds (a line to the radius point bears North 26 Degrees 43 Minutes 47 Seconds West). Note: The chord of said curve bears North 70 Degrees 54 Minutes 10 Seconds East a distance of 225.80 feet.

THENCE North 63 Degrees 16 Minutes 13 Seconds East a distance of 612.16 feet to a point on a tangent curve to the right, concave to the South, having a radius of 55.00 feet. A radial line to said point bears North 26 Degrees 43 Minutes 47 Seconds West.

THENCE along the arc of said curve an arc length of 76.38 feet through a central angle of 79 Degrees 34 Minutes 09 Seconds (a line to the radius point bears South 52 Degrees 50 Minutes 22 Seconds West). Note: The chord of said curve bears South 76 Degrees 56 Minutes 43 Seconds East a distance of 70.39 feet.

THENCE South 37 Degrees 09 Minutes 38 Seconds East a distance of 406.26 feet to a point on a tangent curve to the left, concave to the North, having a radius of 70.00 feet. A radial line to said point bears South 52 Degrees 50 Minutes 22 Seconds West.

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ATTACHMENT A (page 2 of 4)

THENCE along the arc of said curve an arc length of 131.44 feet through a central angle of 107 Degrees 35 Minutes 15 Seconds (a line to the radius point bears North 54 Degrees 44 Minutes 53 Seconds West). Note: The chord of said curve bears North 89 Degrees 02 Minutes 45 Seconds West a distance of 112.97 feet.

THENCE North 35 Degrees 15 Minutes 07 Seconds East a distance of 492.48 feet more or less to a existing fence line and to a point of intersection with the Wasatch County Water Efficiency Project T-2/T-3 Pump Station property.

The sidelines of said 20 foot wide easement to be prolonged or shortened at the Easterly terminus of said easement in the Southwesterly boundary line of the Wasatch County Water Efficiency Project T-2/T-3 Pump Station property, and to be prolonged or shortened at the Westerly terminus of said easement in the Easterly Right of Way Line of U.S. Highway 40.

PARCEL NO. WCWEP-AR-1492(T) (Temporary Easement)

The purpose of this 50' Wide Temporary Easement is to more accurately describe the land that is shown in the "Agreement Between Adjoining Owners Creating Easement for Common Driveway" as recorded in Book 379, Pages 139 to 153, Official Records of Wasatch County, attached as Exhibit A.

A 50' Wide Temporary Easement for construction and maintenance of an access road that services the Wasatch County Water Efficiency Project T-2/T-3 Pump Station, lying more or less between fence lines and following a road known as Moulton Lane, being a portion of the properties in the attached Exhibit A, situate in Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point which is North a distance of 222.61 feet and East a distance of 622.43 feet from the South Quarter Corner of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian. . Said point being on the East Right of Way line of U.S. Highway 40.

THENCE along the East Right of Way line of U.S. Highway 40 (as evidenced by existing fence lines), North 20 Degrees 36 Minutes 05 Seconds West a distance of 48.66 feet

THENCE leaving the East Right of Way line of U.S. Highway 40 and running more or less along an existing fence line and the projection of an existing fence line, North 84 Degrees 52 Minutes 41 Seconds East a distance of 178.29 feet

THENCE running more or less along an existing fence line and the projection of an existing fence line, North 63 Degrees 30 Minutes 36 Seconds East a distance of 818.00 feet

THENCE running more or less along an existing fence line, South 36 Degrees 01 Minutes 14 Seconds East a distance of 501.67 feet

THENCE running more or less along an existing fence line, South 88 Degrees 26 Minutes 09 Seconds East a distance of 22.53 feet

THENCE running more or less along an existing fence line, North 35 Degrees 50 Minutes 38 Seconds East a distance of 535.14 feet to a point of intersection with the Wasatch County Water Efficiency Project T-2/T-3 Pump Station property.

THENCE along an existing fence and a common line with the Wasatch County Water Efficiency Project T-2/T-3 Pump Station property, South 53 Degrees 50 Minutes 28 Seconds East a distance of 43.51 feet

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ATTACHMENT A (page 4 of 4)

THENCE running more or less along an existing fence line, South 35 Degrees 15 Minutes 20 Seconds West a distance of 561.84 feet

THENCE North 88 Degrees 26 Minutes 09 Seconds West a distance of 72.70 feet

THENCE running more or less along an existing fence line, North 36 Degrees 01 Minutes 14 Seconds West a distance of 486.43 feet

THENCE running more or less along an existing fence line, South 63 Degrees 30 Minutes 21 Seconds West a distance of 323.99 feet to a fence corner where the fence line leaves the South line of this Temporary Easement and runs in a Southeasterly direction.

THENCE along a line projected between two fence lines, South 63 Degrees 39 Minutes 09 Seconds West a distance of 154.14 feet to a fence corner.

THENCE running more or less along an existing fence line, South 62 Degrees 52 Minutes 19 Seconds West a distance of 303.58 feet

THENCE South 85 Degrees 42 Minutes 16 Seconds West a distance of 177.80 feet to a point on the East Right of Way line of U.S. Highway 40 and the Point of Beginning of this 50' wide temporary easement description.

The above described 50' Wide Temporary Easement contains 2.28 acres more or less.

The sidelines of said 50 foot wide easement to be prolonged or shortened at the Easterly terminus of said easement in the Southwesterly boundary line of the Wasatch County Water Efficiency Project T-2/T-3 Pump Station property, and to be prolonged or shortened at the Westerly terminus of said easement in the Easterly Right of Way Line of U.S. Highway 40.