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RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Feb 22 2:49 pm FEE 28.00 BY ED
RECORDED FOR SECURITY TITLE AND ABSTRACT

Contract No. 10-LA-40-0040

Parcel No. SFP-14(P) (T-1) & (T-2),
SFP-15 (P) (T-1) & (T-2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SPANISH FORK PROVO CANYON PIPELINE

UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM

CENTRAL UTAH PROJECT COMPLETION ACT

DONATION CONTRACT AND GRANT OF EASEMENT

THIS DONATION CONTRACT AND GRANT OF EASEMENT, made this 1st day of February, 2010, 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, and the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, as amended, among the UNITED STATES OF AMERICA, its successors and assigns, hereinafter referred to as the United States, and, PROVO CITY REDEVELOPMENT AGENCY, hereinafter referred to as the Donor,

WITNESSETH, that:

WHEREAS, the United States is acquiring easements for construction, reconstruction, operation, and maintenance of the Spanish Fork Provo Canyon Pipeline, Utah Lake Drainage Basin Water Delivery System, Central Utah Project Completion Act; and

WHEREAS, the United States desires to acquire from Provo City Redevelopment Agency an easement or easements for the Pipeline on, over, under, and across land owned in fee title; and

WHEREAS, Section 301(10) of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. §

4651) provides that a party whose real property is being acquired by the United States may donate such property or interest therein to the United States, after having been fully informed of the right to have an appraisal prepared to determine the amount of just compensation, as well as the right to receive said just compensation for such property; and

WHEREAS, Provo City Redevelopment Agency desires to donate to the United States permanent interests in 0.064 acres of land for perpetual easements and temporary interests in 0.037 acres of land for temporary easements for the Pipeline;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, it is agreed between the parties hereto as follows:

1. Provo City Redevelopment Agency will execute this Donation Contract and Grant of Easement, donating to the United States, its agents and assigns, perpetual and temporary easements to construct, reconstruct, operate and maintain an underground water pipeline or pipelines, and appurtenant structures, on over, under, or across the following described interests in real property situated in the County of Utah, State of Utah, to wit:

Parcel No. SFP-14 (P)

PERPETUAL EASEMENT

A strip of land eleven (11) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way, located Seven Hundred Three and Ninety-four Hundredths (703.94) feet East and Two Thousand Two Hundred Forty-nine and Seven Hundredths (2249.07) feet North of the Southwest Corner of Section Twenty-one (21), Township Seven (7) South, Range Three (3) East, Salt Lake Base and Meridian: thence along said southwesterly boundary North 35°35'57" West Sixty-two (62.00) feet to a point Seven Hundred and Twenty-five Hundredths (700.25) feet East and Three Hundred Fifty-five and Seventy-seven Hundredths (355.77) feet South of the West Quarter Corner of Section Twenty-one (21), Township Seven (7) South, Range Three (3) East.

Parcel No. SFP-14(P) contains a total of Sixteen Thousandths (0.016) of an acre, more or less.

AND ALSO:

Parcel SFP-14(T-1)

TEMPORARY EASEMENT

A strip of land eleven (11) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way located Seven Hundred Eighteen and Three Hundredths (718.03) feet East and Two Thousand Two Hundred Twenty-nine and Thirty-nine Hundredths (2229.39) feet North of the Southwest Corner of Section Twenty-one (21), Township Seven (7) South, Range Three (3) East, Salt Lake Base and Meridian: thence North 35°35'57" West 24.21 feet to a point Seven Hundred Thirty-six and Thirty-four Hundredths (736.34) feet East and Four Hundred Six and Nineteen Hundredths (406.19) feet South of the West Quarter Corner of Section Twenty-one (21), Township Seven (7) South, Range Three (3) East.

Parcel No. SFP-14(T-1) contains a total of Six Thousandths (0.006) of an acre, more or less.

AND ALSO;

Parcel SFP-14(T-2)

TEMPORARY EASEMENT

A strip of land eleven (11) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way located Six Hundred Sixty-seven and Eighty-five Hundredths (667.85) feet East and Two Thousand Two Hundred Ninety-nine and Forty-nine Hundredths (2299.49) feet North of the Southwest Corner of Section Twenty-one, Township Seven (7) South, Range Three (3) East, Salt Lake Base and Meridian: thence along said southwesterly boundary North 35°35'57" West 23.79 feet to a point Six Hundred Eighty-six and Forty-one Hundredths (686.41) feet East and Three Hundred Thirty-six and Forty-three Hundredths (336.43) feet South of the West Quarter Corner of Section Twenty-one (21), Township Seven (7) South, Range Three (3) East.

Parcel No. SFP-14(T-2) contains a total of Six Thousandths (0.006) of an acre, more or less.

AND ALSO;

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Parcel No. SFP-15 (P)

PERPETUAL EASEMENT

A strip of land fifteen (15) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way, located 423.43 feet West and 1212.88 feet North of the East Quarter Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along said southwesterly boundary North 35°38'18" West 90.59 feet; thence continuing along said southwesterly boundary North 36°11'03" West 48.83 feet to a point 436.02 feet West and 1333.06 feet South of the Northeast Corner of Section 20, Township 7 South, Range 3 East.

Parcel No. SFP-15(P) contains a total of Forty-Eight Thousandths (0.048) of an acre, more or less.

AND ALSO:

Parcel SFP-15(T-1)

TEMPORARY EASEMENT

A strip of land fifteen (15) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way, located 412.12 feet West and 1197.11 feet North of the East Quarter Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along said southwesterly boundary North 35°38'18" West 19.41 feet to a point 354.41 feet West and 1446.09 feet South of the Northeast Corner of Section 20, Township 7 South, Range 3 East.

Parcel No. SFP-15(T-1) contains a total of Seven Thousandths (0.007) of an acre, more or less.

AND ALSO;

Parcel SFP-15(T-2)

TEMPORARY EASEMENT

A strip of land fifteen (15) feet wide lying adjacent and parallel to and southwesterly of the following described line:

Beginning at a point on the southwesterly boundary of the US-89 Highway right-of-way, located 505.05 feet West and 1325.92 feet North of the East Quarter Corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence along said southwesterly boundary North 36°11'03" West 51.12 feet to a point 466.20 feet West and 1291.80 feet South of the Northeast Corner of Section 20, Township 7 South, Range 3 East.

Parcel No. SFP-15(T-2) contains a total of Eighteen Thousandths (0.018) of an acre, more or less.

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

1b. The Donor, for itself, its successors and assigns, agrees that, within the perpetual easement area described herein they shall not: (i) erect, construct, or permit to be constructed, any permanent building, structure, or improvement of any kind (except as may be defined hereinafter), nor shall Donor 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. Any such obstruction installed or permitted to be constructed, installed, or maintained within the boundaries of the easement area shall be removed at Donor's sole expense; (ii) plant any tree or shrubs 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 executed, on all or any portion of the easement; (iii) remove materials from the area without the approval of the United States, its agents or assigns; (iv) damage to the road or appurtenant structures will be repaired by the Donor, at the sole cost of the Donor.

1c. In the event that Donor, its heirs, successors, or assigns, places or permits to be placed, any encroachment on any portion of the easement, the United States shall have the right to remove the encroachment after five (5) days written notice to Donor, and Donor, 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 Donor 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 Donor's use or encroachment of the easement shall be repaired at the sole cost and expense of the Donor.

1d. The Donor, for himself, his successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Donor or any third party, within the above-described easement area, subsequent to the date of execution of this Donation Contract and Grant of Easement, shall be made at Donor's own risk, and Donor 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.

1e. 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 to or outstanding in Donor and/or in third parties as of the date of this contract; (ii) rights-of-way 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.

1f. It is understood and agreed that the United States or its assigns shall have the right to install gates where the pipeline or access road crosses existing fences, and also to install temporary construction fencing during construction.

1g. It is understood and agreed that the temporary easement herein granted shall terminate two (2) years from the date of this contract or at the end of construction, whichever comes first.

1h. The United States, at its sole cost and expense, will: (i) replace any boundary fence damaged during construction with a fence of similar construction and materials. 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. Donor may lock any such gate to prohibit the public from unlawful access to the easement area, but Donor shall provide the United States a key to any such lock at Donor's expense. 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; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks within the easement area; (iii) replace topsoil within the easement area.

1i. The United States also agrees that if damage occurs to existing driveways, or other landscaping within the easement area as a result of and during construction, of said Spanish Fork Provo Reservoir Canal Pipeline and appurtenant structures, (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States, or (ii) the United States will, at its option, make replacement or repair with material of like kind and equal quality.

1j. The United States also agrees to construct the improvements in such a manner that the finish elevation of the appurtenant structures will match the existing grade and top of roadway elevation of the adjoining US Highway 89.

1k. Notwithstanding the language of paragraph 1b. part (iii), the Donor shall have the right to increase or decrease ground elevations and/or add or remove material in such a manner that the finish elevation will match the existing grade and top of roadway elevation of the adjoining US Highway 89.

2. The acquiring federal agency is the United States of America, Department of the Interior, represented by the officer executing this Contract, his duly appointed successor, or his duly authorized representative.

3. The United States shall, at its own cost, procure and have recorded all assurances of title and affidavits which are deemed necessary and proper to show in the Donor complete fee simple unencumbered title to the property whereon the above-described easements lie. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this Donation Contract and Grant of Easement. The expense of recording this Donation Contract and Grant of Easement shall be borne by the United States.

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

(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 Donor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by it and further agrees 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 do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances. However, this provision shall not be construed to authorize the incurrence of any lien or encumbrance as

against this Donation Contract and Grant of Easement, nor as an assumption of any lien or encumbrance by the United States.

5. After execution of this Donation Contract and Grant of Easement 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 Provo Reservoir Canal Pipeline, free of any claim for damage or compensation on the part of the Donor, except as otherwise provided for in this contract. Notwithstanding the foregoing, the United States agrees to compensate the Donor for any damage to Donor's real and personal property outside of the easement areas resulting from or arising out of the construction, reconstruction, operation or maintenance of the Spanish Fork Canyon Pipeline.

6. The Donor hereby acknowledges that it has been fully informed by the United States of its right under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. § 4651) to receive just compensation for the fee land to be conveyed to the United States. The Donor hereby releases the United States of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights herein granted, and hereby waives its right to receive monetary compensation.

7. The Donor warrants that the Donor has not employed any person to solicit or secure this Donation 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 Donation 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 Donor for the purpose of securing business with others than the United States.


8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Donation 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.

9. Time is of the essence in the performance of this Donation Contract and Grant of Easement.

10. The terms of this Donation 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.


APPROVED


Regional Solicitor's Office

THE UNITED STATES OF AMERICA

By: 
Realty Officer,

PROVO CITY REDEVELOPMENT
AGENCY

By: 
Title _____, Grantor

ACKNOWLEDGMENT

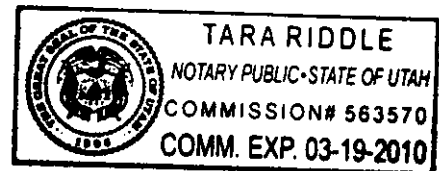
State of)
) ss.
County of)

On this 12th day of February, 20 10, personally appeared before me John R. Curtis, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the within and foregoing instrument at 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.

Tara Riddle
Notary Public in and for the
State of
Residing at

(SEAL)

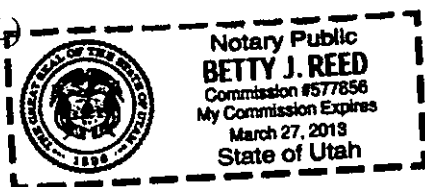


ACKNOWLEDGMENT OF UNITED STATES

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

On the 18th day of February, 20 10, personally appeared before me Jay G. Roudy, known to me to be the Realty Officer, 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 pursuant to authority delegated to him/her.

(SEAL)



Betty J. Reed
Notary Public in and for the
State of Utah
Residing at West Valley City, UT