

UNITED STATES
DEPARTMENT OF THE INTERIOR
for use by the
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION
PROVO RIVER RESTORATION
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this *8th* day of *September*, 1997, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Fish and Wildlife Coordination Act of 1934 (16 U.S.C.A. §§ 661-67) as amended, the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982) and all Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, between THE UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior for use by the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, and

JAMES W. WINKLER,
A married person

00197259 Bk00359 Pg00552-00557
WASATCH CO RECORDER-ELIZABETH M PARCELL
1997 SEP 23 09:48 AM FEE \$23.00 BY MWC
REQUEST: FIRST AMERICAN TITLE COMPANY

hereinafter styled Vendor,

WITNESSETH, THAT:

WHEREAS, James W. Winkler and Grant B. Kohler, and Caralee Kohler, Kohler Land Limited Partnership, have entered into an agreement to exchange certain parcels of land, and

WHEREAS, the United States desires to acquire those lands being conveyed to James W. Winkler, as described in Article 1 herein, and

WHEREAS JAMES W. WINKLER, et. ux., and the Kohler family desires that the United States acquire these same lands described in Article 1, and

WHEREAS, all parties understand that the terms of this contract are subject to, and will be carried out upon, the exchange of the land referred to above and as described herein.

PAGE(0) INDEX() ABSTRACT() FLAT() CHECK()

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Vendor shall sell and by Warranty Deed convey to the United States, free of lien or encumbrance except as otherwise provided herein, in fee title, real estate situated in the County of Wasatch, State of Utah, and being more particularly described as follows:

PARCEL NO. PMIT- 32 (Fee Title)

A parcel of land, located in Section Twenty-five (25), Township Three (3) South, Range Four (4) East, Salt Lake Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point on the Grantor's South property line, said point lies South Eleven Hundred Sixty-three and three tenths (1163.3) feet and East Four Hundred forty-five (445.0) feet from the West quarter corner of said Section Twenty-five (25); thence North $18^{\circ} 48' 57''$ East Twelve Hundred Ninety-nine and Thirty-eight Hundredths (1299.38) feet; thence North $88^{\circ} 34' 25''$ East Two Hundred Three and Seventy-eight Hundredths (203.78) feet; thence North $07^{\circ} 43' 34''$ East Three Hundred Forty-four and Seventy-one Hundredths (344.71) feet; thence North $16^{\circ} 31' 21''$ East Two Hundred Forty-one and Twenty-seven Hundredths (241.27) feet; thence North $0^{\circ} 43' 09''$ East Three Hundred Forty-nine and Seventeen Hundredths (349.17) feet; thence North $28^{\circ} 55' 16''$ East Two Hundred Sixty and ninety-eight Hundredths (260.98) feet; thence North $89^{\circ} 00' 28''$ East Two Hundred Seven and Ninety Hundredths (207.90) feet; thence North $44^{\circ} 59' 08''$ East One Hundred Twenty-six and Ninety-three Hundredths (126.93) feet; thence North $0^{\circ} 01' 43''$ West One Hundred Ten and Fifty-seven Hundredths (110.57) feet to a point on the Grantor's North property line; thence South $89^{\circ} 59' 24''$ East, along the Grantor's North property line, Nine Hundred Eight-eight and Twenty Hundredths (988.20) feet; thence South $46^{\circ} 22' 08''$ West Six Hundred Forty-nine and Forty-six Hundredths (649.46) feet; thence South $23^{\circ} 50' 35''$ West Twelve Hundred Seven and Sixty-three Hundredths (1207.63) feet; thence South $04^{\circ} 20' 01''$ West Three Hundred Thirty-two and Sixty-eight Hundredths (332.68) feet; thence South $12^{\circ} 39' 45''$ West Two Hundred Twenty-seven and Fifty Hundredths (227.50) feet; thence South $21^{\circ} 27' 37''$ East Two Hundred Fifty-nine and Ninety-six Hundredths (259.96) feet; thence South $32^{\circ} 42' 11''$ West Three Hundred Forty-five and Thirty-one Hundredths (345.31) feet to a point on the Grantor's South property line; thence along the Grantor's South property line the following three courses, North $87^{\circ} 47' 59''$ West Eight Hundred Fifteen (815.00) feet; thence North $0^{\circ} 11' 14''$ East Eighteen and Seventy-nine Hundredths (18.79) feet; thence South $89^{\circ} 53' 10''$ West Two Hundred Fifteen and Three Hundredths (215.03) feet to the POINT OF BEGINNING.

Bearings in the foregoing description are based on USC&GS Plane Coordinate System. Ground distances shown can be converted to coordinate grid distances by multiplying by the combined factor of 0.999677.

00197259 BR00359 Pg00553

AND ALSO;

A parcel of land situate in section One (1), Township Four (4) South, Range Four (4) East, Salt Lake Base and Meridian, County of Wasatch, State of Utah, more particularly described as:

BEGINNING at a point South 27.18 chains and West 13.80 chains of the Northeast corner of the Northwest Quarter of Section One (1); thence South 00°48' West Six Hundred Fourteen and Seventy-two hundredths (614.72) feet; thence North 32°58' West Seven Hundred Sixty-five and Five tenths (765.5) feet; thence South 89°12' East Four Hundred Thirteen and Four tenths (413.4) feet to POINT OF BEGINNING.

Parcel No. PMIT-32 (Fee Title), contains a total of Fifty-seven and Two Tenths (57.2) acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including minerals, sand and gravel, improvements, and 12.8 Shares of North Fields Irrigation Company stock.

(a) It is understood and agreed that the rights to be conveyed 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 third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over, or across said lands in existence on such date.

2. The United States shall purchase said property described in Article 1 above on the terms herein expressed, and on execution and delivery of the deed required by Article 1, and upon approval by the proper officials of the United States, it shall cause to be paid to the title company as escrow agent One Million Eight Hundred Eighty-three Thousand Four Hundred Forty dollars (\$1,883,440.00) by United States Treasury warrant or fiscal officer's check, with instructions to disperse to James W. Winkler, et. ux., One Million Seven Hundred Eighty-one Thousand Nine Hundred Forty dollars (\$1,781,940.00); and disperse to Grant B. Kohler, the sum of One Hundred One Thousand Five Hundred dollars (\$101,500.00).

3. Title and associated costs:

A. Vendor:

(i) Shall execute and deliver a good and sufficient Warranty Deed conveying good, insurable and marketable title for the property to the United States and its assigns, in fee simple, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions of record as are satisfactory to the United States, together with unrestricted access and all other right, title and interest of Vendor in the property.

00197259 Br00359 Pg00554

(ii) Agrees that all taxes, assessments and encumbrances that will be a lien against the property at closing, including all deferred taxes, whether or not a lien, and any other charges that could be imposed on the property in the future by recapture or otherwise as a result of any classification of the property for assessment purposes existing prior to closing, including without limitation any compensating tax, additional tax, deferred timber tax, agricultural use tax, open space tax, interest, and penalties, whether or not those charges would constitute a lien against the property at settlement, shall be satisfied of record by Vendor at or before closing.

If Vendor shall fail to do so, the United States may pay any such tax, assessment, encumbrance, or other charge and deduct an amount equal to any such payment from the purchase price of the property. Regular real property taxes payable during the year in which closing shall occur shall be prorated as of closing. It is agreed that the United States has no obligation to maintain any use of the property, make any applications to any governmental authority, or take or refrain from taking any other actions that would continue to defer, or preclude, the imposition of any of the above-referred-to charges on the property. Vendor agrees to indemnify and defend and hold the United States harmless from all liability claims, demands and expense arising from any such charges on the property, and that his indemnity, and the right of offset provided above, shall survive closing.

(iii) Shall procure and have recorded, at Vendor's own cost, all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, subject only to the interests, liens, or encumbrances expressly provided herein.

B. THE UNITED STATES:

(i) Shall obtain and pay for the Alta U.S. Policy (9/28/91) of Title Insurance issued by a title company satisfactory to the United States.

(ii) Shall bear the expense of recording this contract and the deed required by and referred to in Articles 3 and 5A(ii).

(iii) Shall pay the escrow fees, if the United States solicits the services of a closing agent.

(iv) Shall pay the 1969 Farmland Assessment Act Taxes on the land herein described in Article 1, as assessed by Wasatch County.

(vi) May, at its option, in the event that liens or encumbrances other than those expressly provided herein, do exist, 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, nor as an assumption of any lien or encumbrance by the United States.

(vii) May, at its election, draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor 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 Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

4. If the property is found to be acceptable, this contract shall become effective to bind the United States to purchase said property 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 Vendor, and the assigns of the United States.

5. 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 property for any purpose free of any claim for damage or compensation on the part of the Vendor. The Vendor may retain possession of said property, subject to the above-mentioned exceptions, until close of escrow.

6. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure 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.

7. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract 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, 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 vendor 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 contract, 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. The terms of this contract will survive the conveyances provided for herein.

00197259 BR00359 Pg00556

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

THE UNITED STATES OF AMERICA

By Bruce E. Snyder 9/15/97
BRUCE E. SNYDER
Realty Officer, Resources Management Division
Bureau of Reclamation, Upper Colorado Region

Approved

Christopher B. Rice
Reg. Solicitor's Office

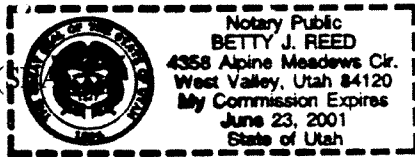
James W. Winkler
JAMES W. WINKLER, Vendor

ACKNOWLEDGMENT

State of)
) ss.
County of)

On this 8th day of September, 19 97, personally appeared before me James W. Winkler, to me known to be the individual(s) 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.



Betty J. Reed
Notary Public in and for the
State of Utah
Residing at Salt Lake
My commission expires: June 23, 2001

00197259 Bk00359 Pg00557