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# 46543

Contract No. 8-LA-40-L1060

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

00206492 Bk 00394 Pg 00651-00658  
WASATCH CO RECORDER-ELIZABETH N PARCELL  
1998 SEP 04 16:33 PM FEE \$24.00 BY MHP  
REQUEST: FOUNDERS TITLE COMPANY

DANIELS REPLACEMENT PIPELINE  
WASATCH COUNTY WATER EFFICIENCY PROJECT  
BONNEVILLE UNIT, CENTRAL UTAH PROJECT

CONTRACT AND GRANT OF EASEMENT

F-W-7305

THIS CONTRACT AND GRANT OF EASEMENT, made this 25<sup>th</sup> day of June, 1998, 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

LYNN D. THACKER and CHERYL L. THACKER, husband and wife

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 perpetual easement to construct, reconstruct, realign, operate, and maintain the Daniel Replacement Pipeline (hereinafter referred to as the "pipeline"), and appurtenant structures, on, over, under, or across the following-described property:

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**PARCEL NO. WCWEP-DP-2080-1(P) (Perpetual Easement)**

A perpetual easement upon a portion of the Lynn D. Thacker and Cheryl L. Thacker tract, situate in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Four (4) South, Range Five (5) East, Salt Lake Base and Meridian, included within a strip of land Ten (10.00) feet wide, adjoining left or southerly from the center line of the DRP-1 pipeline, from Station 40+14 to 42+16:

Beginning at a point in the centerline of the DRP-1 pipeline (Station 40+14), as said centerline is depicted on the attached Exhibit A (attached hereto and by this reference made a part hereof), which point is One and Two Hundredths (1.02) feet north and Seven Hundred Eighty-five and Twenty-five Hundredths (785.25) feet west (Recorded: Seven Hundred Eighty-nine and Sixty-nine Hundredths (789.69) feet west) from the North Quarter corner of Section Twenty-one (21), Township Four (4) South, Range Five (5) East, Salt Lake Base and Meridian (Brass Cap); thence North 89°52'10" West Two Hundred Two and Fifty-nine Hundredths (202.59) feet to a point (Station 42+16) Nine Hundred Eighty-seven and Eighty-four Hundredths (987.84) feet west and One and Forty-eight Hundredths (1.48) feet north from the North Quarter corner of said Section Twenty-one (21).

The sideline boundaries of said strip are to be shortened or extended so as to begin on the easterly boundary line and end on the westerly boundary line of said property. The above described strip of land contains Five Hundredths (0.05) of an acre.

Parcel No. WCWEP-DP-2080-1(P) contains a total of Five Hundredths (0.05) of an acre more or less.

ALSO:

A temporary easement for construction purposes during construction of the Daniels Replacement Pipeline, and appurtenant structures, until December 31, 2001, on, over, and across the following described land:

**PARCEL NO. WCWEP-DP-2080-1(T) Temporary Easement**

A temporary easement upon a portion of the Lynn D. Thacker and Cheryl L. Thacker tract, situate in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Four (4) South, Range Five (5) East, Salt Lake Base and Meridian, included within a strip of land Ten (10.00) feet wide, lying between Ten (10.00) feet and Twenty (20.00) feet left or southerly of the above described centerline.

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The sideline boundaries of said strip are to be shortened or extended so as to begin on the easterly boundary line and end on the westerly boundary line of said property. The above described strip of land contains Five Hundredths (0.05) of an acre.

Parcel NO. WCWEP-DP-2080-1(T) contains a total of Five Hundredths (0.05) of an acre more or less.

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

1b. The Grantors, for themselves, their 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 pipeline or appurtenant structures caused by the Grantors negligent use of the easement shall be repaired at the sole cost of the Grantors.

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) 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.

1d. It is understood and agreed by Grantors and Grantee, that in addition to any damages listed in the appraisal, payment in full for modification, damage, or loss of the following item(s) has been included in the consideration recited in Article 2 hereof, and Grantors hereby waives and relinquishes any right to claim additional compensation for damage to or loss of these items under the provisions of any other article of this contract: *None*

1e. Grantors, for themselves, their successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Grantors 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 Grantors own risk, and Grantors 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.

1f. 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 Grantors that are damaged or destroyed by construction of the pipeline, and appurtenant structures, (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks, and (iii) replace topsoil; or, at its option, the United States will compensate the Grantors for damage or loss of the above items based on an appraisal mutually acceptable to the United States and the Grantors.

1g. The United States also agrees that if damage occurs to lawns, shrubs, landscaping, or other planted domestic vegetation existing within the easement area at the time of execution of this contract by the Grantors, as a result of construction of said pipeline, and appurtenant structures, (i) the United States, or its assigns will make replacement or repair with materials of like kind and equal quality, (ii) or at its option, payment will be made by the United States or its assigns to the owner thereof on the basis of an appraisal mutually acceptable to the United States and the Grantors.

1h. The United States also agrees that damages incurred as a result of crop loss due to unavailability of the above-described parcel of land during construction are not included in the consideration paid under Article 2 hereof, and shall be construed to be payable under the provisions of this article.

1i. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities during construction of the aforesaid pipeline whenever use of existing irrigation facilities is disrupted by said construction.

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 Five Hundred Dollars (\$500.00) 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 Grantors 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 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 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 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 Grantors agree to furnish the United States evidence that these items of expenses have been billed to and paid by them 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 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 easement 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 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 Grantors 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 to said easements to survey and construct, operate and maintain the pipeline, 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 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.

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 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

APPROVED

Christoph B. Rice  
Field Solicitor's Office

By Richard C. Urban  
Bruce E. Snyder  
Realty Officer  
Acting  
for Resources Management Division  
Bureau of Reclamation,  
Upper Colorado Region

Lynn D. Thacker  
Lynn D. Thacker, Grantor

Cheryl L. Thacker  
Cheryl L. Thacker, Grantor

**ACKNOWLEDGMENT**

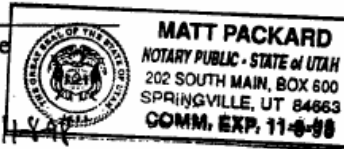
State of Utah )  
County of Utah ) ss.

On this 25 day of June, 1998, personally appeared before me Lynn D. Thacker and Cheryl L. Thacker, to me known to be the individual or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as a 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.

*Matt Packard*

Notary Public in and for the  
State of Utah  
Residing at Springville  
My commission expires:

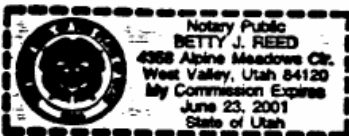


State of Utah )  
County of Wasatch ) ss.

On this 26th day of June, 1998 personally appeared before me Cheryl L. Thacker, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as a free and voluntary act and deed, for the purposes herein mentioned.

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

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*Betty J. Reed*  
Notary Public in and for the  
State of Utah  
Residing at West Valley  
My commission expires: June 23, 2001 657

REVISION	DATE	BY	DESCRIPTION

SCALE:	1" = 100' HORIZ
WARNING:	0.17
DESIGNED:	MAJ
CHECKED:	MAJ
DATE:	10/97

**HORROCKS ENGINEERS**  
IN ASSOCIATION WITH

**SCOFIELD CONSULTANTS**

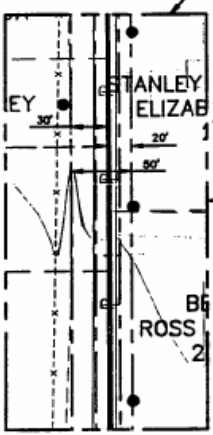
**CHAMBERLAIN**

**CUP**  
PROJECT NO. C 1996-02  
DATE: FEB-98  
SHEET NO. G-48

**Wagatch County Water Conservancy District**  
Wagatch County Water Efficiency Project  
DANIELS REPLACEMENT PIPELINE  
DRP-1  
EXHIBIT "X"

BEARING AT A POINT 701.29 FEET EAST AND 2.17 FEET SOUTH FROM THE  
N. BERTZIG W. 2018 B1 FEET, THENCE S. 89° 27' E. 810.23 FEET TO A POINT 808.10  
FEET SOUTH AND 113.45 FEET WEST FROM THE NORTH QUARTER CORNER OF  
SECTION 22, T4S, R3E, S18.6M.

DANIELS REPLACEMENT PIPELINE  
CENTER LINE  
DRP-1  
51/2" DIA. SECTION 16 & N/2" DIA. SECTION 21, T4S, R3E, S18.6M.



LINE	LENGTH	BEARING	TANGENT	CHORD	CHORD BEARING
1	100.00	S 89° 27' E	100.00	100.00	S 89° 27' E
2	100.00	S 89° 27' E	100.00	100.00	S 89° 27' E

