

R4-61
(1-65)

Recorded JAN 11 1971 at 4:14 P M
Request of **SECURITY TITLE COMPANY**
Fee Paid, **JERADEAN MARTIN**
Recorder, Salt Lake County, Utah
\$ 9.00 By [Signature] Deputy

After recording, return to:
Bureau of Reclamation
P. O. Box 11568
SLC, Utah 84111

Parcel Nos. JA-25(F), 26(T), 27(T)
Contract No.

Contract No. 14-06-400-5442

2366434

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
JORDAN AQUEDUCT
BONNEVILLE UNIT
CENTRAL UTAH PROJECT, UTAH

ORDER NO. 135070

CONTRACT COMPENSATING LANDOWNER FOR GOVERNMENT
USE OF RESERVED RIGHT-OF-WAY

THIS CONTRACT, made this 30th day of October, 1970, in pursuance of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto and the Act of September 2, 1964 (78 Stat. 808) referred to as Public Law 88-561, between the UNITED STATES OF AMERICA, herein styled the United States, represented by the Officer executing this contract, his duly appointed successor, or his duly authorized representative, and BUTTERFIELD BROTHERS, a partnership composed of Wayne W. Butterfield and James Eldon Butterfield, partners,

herein styled Landowner, his heirs, successors and assigns.

WITNESSETH:

WHEREAS, under and pursuant to the Act of August 30, 1890 (26 Stat. 391) the land hereinafter described is subject to a reservation to the United States of a right-of-way for ditches and canals constructed by authority of the United States, and Public Law 88-561 provides that notwithstanding such reserved right-of-way, just compensation shall be paid for the use of such land.

NOW, THEREFORE, in consideration of the mutual and dependent covenants and conditions herein contained, the parties hereto agree as follows:

1. The reserved right-of-way which the United States is exercising across land belonging to the Landowner situated in the County of Salt Lake State of Utah, is described as follows, to wit:

(See attached continuation sheets of Article 1 for land descriptions and 1a, 1b, 1c, 1d, and 1e.)

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2. The United States agrees to pay the Landowner, the sum of Two Thousand Eight Hundred Fifty and No/100 -----Dollars (\$2850.00), by Treasury Warrant or Disbursing Officer's check, as full payment and complete compensation required under Public Law 88-561 for utilizing said reserved right-of-way, including any severance damages. Payment shall be made upon approval by the United States of the title of the Landowner.

3. The Landowner covenants and warrants that he is the owner of the property subject to the reserved right-of-way described in Article 1 above, and upon request by the proper officials of the United States will procure and have recorded, where proper for record, all deeds or other assurances of title and affidavits and other evidences of title which, in the opinion of the proper officers of the United States, are necessary to show good title unencumbered in the Landowner to such property.

4. The Landowner hereby ratifies and confirms the right-of-way described in Article 1, as reserved to the United States under the Act of August 30, 1890 (26 Stat. 391) and hereby quitclaims to the United States all right, title and interest in and to the easement and all improvements and appurtenances thereto described in Article 1. Unless it is otherwise provided herein, the Landowner, on behalf of himself, his heirs and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability, for damage or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance of the works thereon.

5. The United States will procure, at its own expense, any abstracts, title insurance, or statements of title necessary to show good title in the Landowner.

6. Liens or encumbrances against the right-of-way may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the purchase price and the same discharged with the money so retained, but this provision shall not be construed to give precedence to any lien or encumbrance over this agreement, nor as an assumption of the same by the United States.

7. The Landowner warrants that he 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 Landowner upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Landowner for the purpose of securing business.

(Continuation Sheet of Article 1)

A perpetual easement to construct, reconstruct, operate and maintain an underground pipeline or pipelines and appurtenant structures on, over, or across the following described property:

A parcel of land in Salt Lake County, Utah, in the West half of the Northwest quarter (W 1/2 NW 1/4) of Section 22, Township 4 South, Range 1 West, Salt Lake Meridian, Utah, containing Two and Seven-tenths (2.70) acres, more or less, and being more particularly described as follows:

The bearings in the following description are based on the Utah Coordinate System, Central Zone.

Parcel No. JA-25(F)

Beginning at Jordan Aqueduct Centerline Station 510+40.84 said point lies South 00°27' West Twelve Hundred and Nine-tenths (1200.9) feet along the section line from the Northwest corner of said Section 22, said point has U.S.C. & G.S. plane grid coordinates North 775,266.33 and East 1,875,454.60 thence North 00°27' East One Hundred Forty-five and Nine-tenths (145.9) feet along the section line; thence South 10°55' East Two Hundred Thirty-three and Three-tenths (233.3) feet; thence South 43°47' East One Hundred Eighty-eight and Two-tenths (188.2) feet; thence South 77°23' East Five Hundred Thirteen and Three-tenths (513.3) feet; thence Two Hundred Thirty-two (232.0) feet along the arc of a regular curve to the right having a radius of Four Hundred Thirty (430.0) feet; thence South 46°28' East Six Hundred Sixteen and Seven-tenths (616.7) feet, more or less, to the East line of the West half of the Northwest quarter of said Section 22; thence South 00°13' West One Hundred Eighty-nine (189.0) feet along said legal subdivision line to Centerline Station 492+16.21, said point lies South 00°27' West Twenty-two Hundred Forty-three and One-tenth (2243.1) feet along the section line and South 89°33' East Thirteen Hundred Thirty-three and Four-tenths (1333.4) feet from the Northwest corner of said Section 22, said point has U.S.C. & G.S. plane grid coordinates North 774,213.90 and East 1,876,779.37; thence South 00°13' West One Hundred Sixteen and Three-tenths (116.3) feet; thence North 14°44' West Two Hundred Three and One-tenth (203.1) feet; thence North 30°36' West Two Hundred Two and Two-tenths (202.2) feet; thence North 46°28' West Four Hundred Fifty-eight and Eight-tenths (458.8) feet; thence One Hundred Ninety-nine and Six-tenths (199.6) feet along the arc of a regular curve to the left having a radius of Three Hundred Seventy (370.0) feet; thence North 77°23' West Five Hundred Thirteen and Three-tenths (513.3) feet; thence North 64°40' West One Hundred Thirty-six and Two-tenths (136.2) feet; thence North 35°44' West Sixty-nine and Five-tenths (69.5) feet, more or less, to the West line of said Section 22; thence North 00°27' East One Hundred Sixty-two and Eight-tenths (162.8) feet, more or less, to the point of beginning.

Description Certified Correct
by [Signature] date 10/13/72

(Continuation sheet of Article 1 continued)

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey, the Northwest corner of said Section 22 has plane grid coordinates North 776,466.85 and East 1,875,464.11; and the West quarter corner of said Section 22 has plane grid coordinates North 773,809.96 and East 1,875,443.08.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor of .9997331.

A temporary easement during construction of the Jordan Aqueduct and appurtenant structures referred to for construction purposes, on, over or across the following described lands:

Two parcels of land in Salt Lake County, Utah, in the West half of the Northwest quarter (W 1/2 NW 1/4) of Section 22, Township 4 South, Range 1 West, Salt Lake Meridian, Utah, containing Five and Ninety-nine Hundredths (5.99) acres, more or less, and being more particularly described as follows:

Parcel No. JA-26(T)

Beginning at a point which lies South 00°27' West Nine Hundred Eighty-five and One-tenth (985.1) feet along the section line from the Northwest corner of said Section 22, said point has U.S.C. & G.S. plane grid coordinates North 775,482.09 and East 1,875,456.31, said point lies North 00°27' East Two Hundred Fifteen and Seven-tenths (215.7) feet from Jordan Aqueduct Centerline Station 510+40.84, thence South 26°09' East One Hundred Seventy-five and One-tenth (175.1) feet; thence South 10°10' East One Hundred Thirty-three and Six-tenths (133.6) feet; thence South 43°47' East One Hundred Twenty-four (124.0) feet; thence South 77°23' East Five Hundred Thirteen and Three-tenths (513.3) feet; thence South 12°37' West Twenty-eight (28.0) feet; thence Two Hundred Forty-eight and Two-tenths (248.2) feet along the arc of a regular curve to the right having a radius of Four Hundred Sixty (460.0) feet; thence South 46°28' East Five Hundred Eighty-eight and Four-tenths (588.4) feet; more or less, to the East line of the West half of the Northwest quarter (W 1/2 NW 1/4) of said Section 22; thence South 00°13' West Forty-one and Three-tenths (41.3) feet along said subdivision line, more or less, to a point which lies North 00°13' East One Hundred Eighty-nine (189.0) feet along said line from Jordan Aqueduct Centerline Station 492+16.21; thence North 46°28' West Six Hundred Sixteen and Seven-tenths (616.7) feet; thence Two Hundred Thirty-two (232.0) feet along the arc of a regular curve to the left having a radius of Four Hundred Thirty (430.0) feet; thence North 77°23' West Five Hundred Thirteen and Three-tenths (513.3) feet; thence North 43°47' West One Hundred Eighty-eight and Two-tenths (188.2) feet; thence North 10°55' West Two Hundred Thirty-three and Three-tenths (233.3) feet, more or less, to the west line of said Section 22; thence North 00°27' East Sixty-nine and Eight-tenths (69.8) feet, more or less, to the point of beginning, containing One and Seventy-five Hundredths (1.75) acres, more or less, also;

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(Continuation sheet of Article 1 continued)

Parcel No. JA-27(T)

Beginning at a point which lies South 00°27' West Thirteen Hundred Sixty-three and Seven-tenths (1363.7) feet along the section line from the Northwest corner of said Section 22, said point has U.S.C. & G.S. plane grid coordinates North 775,310.54 and East 1,875,954.00, said point lies South 00°27' West One Hundred Sixty-two and Eight-tenths (162.8) feet from Jordan Aqueduct Centerline Station 510+50.84; thence South 35°44' East Sixty-nine and Five-tenths (69.5) feet; thence South 64°40' East One Hundred Thirty-six and Two-tenths (136.2) feet; thence South 77°23' East Five Hundred Thirteen and Three-tenths (513.3) feet; thence One Hundred Ninety-nine and Six-tenths (199.6) feet along the arc of a regular curve to the right having a radius of Three Hundred Seventy (370.0) feet; thence South 46°28' East Four Hundred Fifty-eight and Eight-tenths (458.8) feet; thence South 30°36' East Two Hundred Two and Two-tenths (202.2) feet; thence South 14°44' East Two Hundred Three and One-tenth (203.1) feet, more or less, to a point on the East line of the West half of the Northwest quarter (W 1/2 NW 1/4); said point lies South 00°13' West One Hundred Sixteen and Three-tenths (116.3) feet along said legal subdivision line from Jordan Aqueduct Centerline Station 492+16.21; thence South 00°13' West Two Hundred Eighty-nine and Four-tenths (289.4) feet, more or less, to the Southeast corner of the West half of the Northwest quarter (W 1/2 NW 1/4) of said Section 22, thence North 89°56' West Twenty-six and Two-tenths (26.2) feet along the South line of said legal subdivision; thence North 14°44' West Four Hundred Sixty-seven (467.0) feet; thence South 75°16' West Ten (10.0) feet; thence North 30°36' West One Hundred Forty-two (142.0) feet; thence North 46°28' West Four Hundred Fifty-eight and Eight-tenths (458.8) feet; thence One Hundred Forty and Three-tenths (140.3) feet along the arc of a regular curve to the left having a radius of Two Hundred Sixty (260.0) feet; thence North 12°37' East Twenty-eight (28.0) feet; thence North 77°23' West Six Hundred Sixty-four and One-tenth (664.1) feet, more or less, to the west line of said Section 22; thence North 00°27' East One Hundred Sixty-two and Eight-tenths (162.8) feet, more or less, to the point of beginning; containing Four and Twenty-four Hundredths (4.24) acres, more or less.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey, the Northwest corner of said Section 22 has plane grid coordinates North 776,466.85 and East 1,875,464.11; and the West quarter corner of said Section 22 has plane grid coordinates North 773,809.96 and East 1,875,443.08.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor of .9997331.

1a. 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 or 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.

(Continuation sheet of Article 1 continued)

1b. The Vendor, 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 the approval of the United States, its agents or assigns; and (iii) future easements to third parties on, over or across the area will be subject to the approval of the United States, its agents or assigns.

1c. The Vendor, his successors and assigns, will be compensated by replacement or otherwise for damage to crops, lawns, shrubs or other landscaping, developed within the perpetual easement area subsequent to completion of construction, caused by reconstruction, operation or maintenance activities.

1d. The United States, at its sole cost and expense, will: (i) replace or repair with materials of like kind and equal quality any existing fences, ditches, pipelines, driveways or roadways, including appurtenances thereto, damaged or destroyed by construction of the Jordan Aqueduct and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks within the easement areas; (iii) replace topsoil within the perpetual easement area;

1e. The United States agrees to record a notice terminating the temporary easement upon completion of the construction work.

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 provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

THE UNITED STATES OF AMERICA

Appd. Sol. Off.
Sturges

By *Ralf D. Nelson*
Regional Supervisor of Water and Land Operations
Bureau of Reclamation, Region 4

Butterfield Bros By
Eldon Butterfield
Landowner

Wayne H. Butterfield
Landowner

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 30th day of OCTOBER, 1970
personally appeared before me BUTTERFIELD BROS.

ELDON WAYNE W. BUTTERFIELD, PARTNERS.

to me known to be the individual, or 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.



W. S. Sloan
Notary Public in and for the State of
UTAH

Residing at Salt Lake City, Utah

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY, 25, 1974

[Faint, illegible text, possibly a stamp or signature]

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