

SECURITY TITLE & ABSTRACT CO.
65 East Center St. - Provo, Utah
Order No. 32067

24980

Parcels Nos. JA-432(P) & (T)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 3-07-40-12490

JORDAN AQUEDUCT, REACH 4
BONNEVILLE UNIT
CENTRAL UTAH PROJECT, UTAH

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 1st day of August,
1983, in pursuance of the Act of June 17, 1902 (32 Stat. 388),
and Acts amendatory thereof or supplementary thereto, 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

DELWIN E. JENSEN and MARGIE JENSEN,

hereinafter styled the Vendor,

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

3. The Vendor shall sell and by good and sufficient deed
of easement with covenants of warranty convey to the United
States free of lien or encumbrance, except as otherwise
provided herein, the following described real estate situated
in the County of Utah, State of Utah, to-wit:

(See Continuation Sheets of Article 3 for Land Description
and Articles 3a, 3b, 3c, 3d, 3e, 3f, 3g, and 3h)

THOMAS H. JENSEN
UTAH COUNTY RECORDER
DEPUTY
PR. 635
NOV 19 1983

1983 AUG 19 AM 8:46
SECURITY TITLE & ABSTRACT CO.

RECORDED AT THE REQUEST OF

24980

BOOK 2071 PAGE 688

(Continuation Sheet of Article 3)

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 in the County of Utah, State of Utah, to-wit:

Parcel No. JA-452(P)

A parcel of land in Utah County, Utah, in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Two (2), Township Five (5) South, Range One (1) East, Salt Lake Meridian, Utah, containing Forty Hundredths (0.40) of an acre, more or less, and being more particularly described as follows:

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

Beginning at a point which lies North 89°59' East, Four Hundred Sixty-two and One-tenth (462.1) feet along the section line and South 00°01' East, Three Hundred Eighty and Five-tenths (380.5) feet from the Northwest corner of said Section Two (2); said point has U.S.C. & G.S. plane grid coordinates North 760,133.31 and East 1,913,918.29; thence South 00°01' East, Forty-one and Seven-tenths (41.7) feet; thence North 80°49' West, Three Hundred Sixty-five and Seven-tenths (365.7) feet; thence North 66°02' West, Seventy-seven and Eight-tenths (77.8) feet; thence North 00°01' West, Sixty (60.0) feet, to a point on a regular curve, the tangent to said curve at said point bearing South 43°51' East, thence along said regular curve to the left with a radius of Two Hundred Ten (210.0) feet, a distance of One Hundred Thirty-eight and Five-tenths (138.5) feet, measured on the arc of the curve; thence South 81°38' East, Three Hundred Fourteen and Five-tenths (314.5) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey, the Northwest corner of said Section Two (2) has plane grid coordinates North 760,513.59 and East 1,913,456.23 and the North Quarter (N $\frac{1}{4}$) corner of said Section Two (2) has plane grid coordinates North 760,514.21 and East 1,916,120.59.

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* Name
Date 3/25/87

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .999712.

Also,

A temporary easement during construction of the Jordan Aqueduct, Reach 4, and appurtenant structures referred to for construction purposes on, over, or across the following-described land:

Parcel No. JA-452(T)

A parcel of land in Utah County, Utah, in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Two (2), Township Five (5) South, Range One (1) East, Salt Lake Meridian, Utah, containing Eighty-two Hundredths (0.82) of an acre, more or less, and being more particularly described as follows:

Bearings in the following-description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies North 89°59' East, Four Hundred Sixty-two and One-tenth (462.1) feet along the section line and South 00°01' East, Three Hundred Eighty and Five-tenths (380.5) feet from the Northwest corner of said Section Two (2); said point has U.S.C. & G.S. plane grid coordinates North 760,133.31 and East 1,913,918.29; thence North 81°38' West, Three Hundred Fourteen and Five-tenths (314.5) feet; thence along a regular curve to the right with a radius of Two Hundred Ten (210.0) feet, a distance of One Hundred Thirty-eight and Five-tenths (138.5) feet, measured on the arc of the curve, to a point at which the tangent to said curve bears North 43°51' West; thence North 00°01' West, Sixty-four and Three-tenths (64.3) feet; thence North 89°59' East, Fifty (50.0) feet to a point on a regular curve, the tangent to the curve at said point bearing South 38°38' East' thence along said regular curve to the left with a radius of One Hundred Thirty (130.0) feet, a distance of Ninety-seven and Six-tenths (97.6) feet, measured on the arc of the curve; thence South 81°38' East, Three Hundred Two and Seven-tenths (302.7) feet; thence South 00°01' East, Eighty and Nine-tenths (80.9) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey, the Northwest corner of said Section Two (2) has plane grid coordinates North 760,513.59 and East 1,913,456.23 and the North Quarter (N $\frac{1}{4}$) corner of said Section Two (2) has plane grid coordinates North 760,514.21 and East 1,916,120.59.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .999712.

(Continuation Sheet of Article 3 - continued)

3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 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.

3b. 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.

3c. The United States, at its sole cost and expense, within the easements 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 Vendor that are damaged or destroyed by construction of the Jordan Aqueduct, Reach 4, and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks; and, (iii) replace topsoil.

3d. The United States also agrees that if damage occurs to lawns, shrubs, or other landscaping within the easement area existing at the time of execution of this contract by the Vendor, as a result of construction of said Jordan Aqueduct, Reach 4, 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 materials of like kind and equal quality.

3e. The United States also agrees that if damage occurs to agricultural crops within the easement area after execution of this contract by the Vendor, as a result of construction, operation, or maintenance of the Jordan Aqueduct, Reach 4, and appurtenant structures, payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States.

BOOK 2071 PAGE 691

(Continuation Sheet of Article 3, continued)

3f. The United States also agrees that if after construction of the Jordan Aqueduct, Reach 4, damage occurs to any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, or to lawns, shrubs, or other landscaping within the easement area as a result of operation and maintenance of said Jordan Aqueduct, Reach 4, 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 materials of like kind and equal quality.

3g. The United States agrees to record a notice terminating the temporary easement upon completion of the construction work.

3h. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities during construction of the aforesaid Jordan Aqueduct, Reach 4, whenever use of existing irrigation facilities is disrupted by said construction.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3, and approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price, the sum of ~~thirty-two thousand~~ *thirty-two thousand six hundred* Dollars (\$32,600.00) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall, at his own cost, procure and have recorded, 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. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

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

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expense have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those previously 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 the 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.

7. 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.

8. 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 to survey for and construct works of the United States, including reclamation works and structures and appliances incident thereto, free of any claim for damage or compensation on the part of the Vendor except as otherwise provided for in this contract. The Vendor may retain possession of said property subject to the easements herein agreed to be conveyed.

9. 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.

10. 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.

11. 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.

12. The terms of this contract will survive the conveyances 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

BY: Deborah M Linhe
Regional Supervisor of Water and Land, Bureau of Reclamation, Upper Colorado Region

Debra E Jensen
Vendor

Margie Jensen
Vendor

Vendor

Vendor

Not. Pub. Utah.
G. Kevin Jones.

ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 1 day of August, 1983, personally appeared before me Debra E Jensen and Margie Jensen 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.



Evan H. Rudd
Notary Public in and for the State of Utah
Residing at Murray
My Commission Expires: 9/21/86

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BOOK 2071 PAGE 695