

RETURN TO: Bureau of Reclamation, P. O. Box 11568, SLC, Utah 84111

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Parcel(s) No(s). JA-205(F), JA-205(T)

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142440

Contract No. 14-06-400-5805

Recorded JAN 8 1973 3147

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Request of SECURITY TITLE COMPANY  
Fee Paid, JERADEAN MARTIN  
Salt Lake County, Utah  
Jordan Aqueduct, Bonneville Unit  
Central Utah Project

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

THIS CONTRACT, made this 30<sup>th</sup> day of MAY, 1972,  
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, referred to as the United States, represented  
by the Officer executing this contract, his duly appointed successor, or  
his duly authorized representative, and G. EUGENE ENGLAND and DORA H.  
ENGLAND, aka DORA ENGLAND, husband and wife, and CORPORATION OF THE  
PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah  
corporation sole,

referred to as the Landowner, his heirs, successors and assigns;

WITNESSETH, That:

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 promises herein  
contained, the parties hereto agree as follows:

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

(See attached Continuation Sheets of Article 1 for land descriptions and  
Articles 1a, 1b, 1c, 1d, 1e, and 1f.)

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(Continuation Sheet of Article 1)

Parcel No. JA-205(F)

A parcel of land in Salt Lake County, Utah, in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) of Section 17, Township 2 South, Range 1 West, Salt Lake Meridian, Utah, containing Thirty-six Hundredths (0.36) 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 South 89°49' East Fourteen Hundred Forty-four and Nine-tenths (1444.9) feet along the North section line and South 00°11' West Three Hundred Forty and Six-tenths (340.6) feet from the Northwest corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 844,978.35 and East 1,866,662.39 and lies at Jordan Aqueduct Centerline Station 1246+03.84; thence South 00°11' West Eighty-five and Seven-tenths (85.7) feet; thence North 16°46' West One Hundred Sixty-seven (167.0) feet; thence North 12°57' West Two Hundred Thirty-nine and Eight-tenths (239.8) feet to the South right-of-way boundary of 5400 South Street; thence South 89°49' East Twenty-five (25.0) feet along said boundary line to Jordan Aqueduct Centerline Station 1249+21.78; which has U.S.C. & G.S. plane grid coordinates North 845,286.18 and East 1,866,585.18; thence continuing South 89°49' East Twenty-five (25.0) feet; thence South 13°15' East Two Hundred Twenty-five and One-tenth (225.1) feet; thence South 16°46' East Three and One-tenth (3.1) feet; thence South 00°11' West Eighty-five and Seven-tenths (85.7) feet more or less, to the point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the West quarter corner of said Section 17 has plane grid coordinates North 842,684.99 and East 1,865,211.52 and the East quarter corner of said Section 17 has plane grid coordinates North 842,666.56 and East 1,870,515.75. The North quarter corner of said Section 17 has plane grid coordinates North 845,314.92 and East 1,867,871.76. The South quarter corner of said Section 17 has plane grid coordinates North 840,032.30 and East 1,867,857.63.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .9997812.

Description Certified Correct  
by Ray F. [Signature] date 9/18/72

(Continuation Sheet of Article 1 Continued)

The following described lands will be used for construction purposes during construction of the Jordan Aqueduct and appurtenant structures:

Parcel No. JA-205(T)

A parcel of land in Salt Lake County, Utah, in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) of Section 17, Township 2 South, Range 1 West, Salt Lake Meridian, Utah, containing Forty-nine Hundredths (0.49) 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 South 89°49' East Fourteen Hundred Forty-four and Nine-tenths (1444.9) feet along the North section line and South 00°11' West Three Hundred Forty and Six-tenths (340.6) feet from the Northwest corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 844,978.35 and East 1,866,662.39 and lies at Jordan Aqueduct Centerline Station 1246+03.84; thence South 00°11' West Two Hundred Sixteen (216.0) feet; thence North 16°46' West Two Hundred Ninety-one and Seven-tenths (291.7) feet; thence North 12°45' West Two Hundred Fifty-one (251.0) feet to the South right-of-way boundary of 5400 South Street; thence South 89°49' East Sixty-three (63.0) feet along said boundary line to Jordan Aqueduct Centerline Station 1249+21.78; which has U.S.C. & G.S. plane grid coordinates North 845,286.18 and East 1,866,585.18; thence continuing South 89°49' East Fifty-two (52.0) feet; thence South 13°26' East One Hundred Eleven and Four-tenths (111.4) feet; thence South 00°11' West One Hundred Ninety-nine and Four-tenths (199.4) feet more or less, to the point of Beginning. Containing Eighty-five Hundredths (0.85) of an acre, more or less, excepting herefrom Thirty-six Hundredths (0.36) of an acre, more or less, hereinbefore described as Parcel No. JA-205(F) leaving a net area of Forty-nine Hundredths (0.49) of an acre, more or less.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the West quarter corner of said Section 17 has plane grid coordinates North 842,684.99 and East 1,865,211.52 and the East quarter corner of said Section 17 has plane grid coordinates North 842,666.56 and East 1,870,515.75. The North quarter corner of said Section 17 has plane grid coordinates North 845,314.92 and East 1,867,871.76. The South quarter corner of said Section 17 has plane grid coordinates North 840,032.30 and East 1,867,857.63.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .9997812.

(Continuation Sheet of Article 1 continued)

1a. The Landowner, for himself, his successors and assigns, agrees that, within the right-of-way 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.

1b. The United States, at its sole cost and expense, within the right-of-way 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 Landowner that are 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; (iii) replace topsoil within the right-of-way.

1c. The United States also agrees that if damage occurs to lawns, shrubs, or other landscaping within the right-of-way existing at the time of execution of this contract by the Landowner, as a result of construction of said Jordan Aqueduct 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.

1d. The United States also agrees that if damage occurs to agricultural crops within the right-of-way after execution of this contract by the Landowner as a result of construction, operation or maintenance of the Jordan Aqueduct 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.

1e. The United States also agrees that if after construction of the Jordan Aqueduct, damage occurs to any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, or to lawns, shrubs, or other landscaping within the right-of-way as a result of operation and maintenance of said Jordan Aqueduct 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.

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

2. The United States agrees to pay the Landowner the sum of TWO THOUSAND FOUR HUNDRED and No/100 ----- Dollars (\$2,400.00), 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 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 United States will procure and have recorded all deeds or other assurances of title and affidavits and other evidences of title which, in the opinion of the United States, is 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 quits claims to the United States all right, title and interest in and to the right-of-way 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 damages 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 land through which said right-of-way runs 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 payment 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.

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.

"Appd. Sol. Off.  
*RM*

THE UNITED STATES OF AMERICA

By *Lesly E Holmes*  
Regional Supervisor of Water and Land  
Operations, Bureau of Reclamation,  
Upper Colorado Region

*A. Eugene England*  
Landowner

*Nora A. England*  
Landowner

Corporation of the President of the Church  
of Jesus Christ of Latter-Day Saints, a  
Utah corporation sole,  
Landowner

By: *Harold K. Lee*  
Landowner

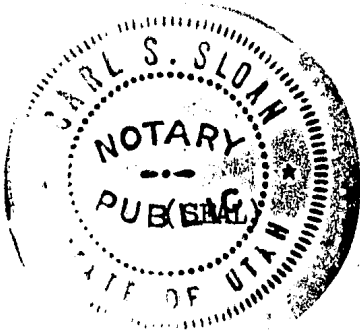


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STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On this 30<sup>TH</sup> day of MAY, 19 72,  
personally appeared before me G. Eugene England  
AND DORA H. ENGLAND, his WIFE  
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.



Carl 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

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On this *3rd* day of *August*, A.D., 19*72*, before me the undersigned, a Notary Public in and for said County and State, personally appeared *Harold B. Lee*, known to me to be the *President* of the Church of Jesus Christ of Latter-day Saints, and known to me to be the Corporation Sole of the Corporation of the President of the Church of Jesus Christ of Latter-day Saints, who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

My Commission Expires:

*March 25, 1976*

*Helen C. Young*  
Notary Public in and for said County  
and State

