

R4-61 (Rev. 2-71)  
RETURN TO: Bureau of Reclamation, P. O. Box 11568, SLC, Utah 84111  
Page 1 of 1

2510818

Parcel(s) No(s). JA-204(F), JA-204(T)

Contract No. 14-06-400-5806

JAN 8 1973

3248

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Recorded \_\_\_\_\_ at \_\_\_\_\_

Request of SECURITY TITLE COMPANY

Fee Paid, JERADEAN MARTIN

Recorder, Salt Lake County, Utah

Jordan Aqueduct, Bonneville Unit  
Central Utah Project By \_\_\_\_\_ Deputy

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

THIS CONTRACT, made this 3rd day of August, 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 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.)

(Continuation sheet of Article 1)

Parcel No. JA-204(F)

A parcel of land in Salt Lake County, Utah, in the East half of the Northwest quarter (E 1/2 NW 1/4) of Section 17, Township 2 South, Range 1 West, Salt Lake Meridian, Utah, containing One and Ninety Hundredths (1.90) acres, 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°48' East Nineteen Hundred Nineteen and Six-tenths (1919.6) feet along the South line of said Northwest quarter and North 00°12' East Seven Hundred Thirty-seven and Seven-tenths (737.7) feet from the West quarter corner of said Section 17; said point has U.S.C. G.S. plane grid coordinates North 843,416.07 and East 1,867,133.16 and lies at Jordan Aqueduct Centerline Station 1229+71.96; thence North 89°48' West Four and Two-tenths (4.2) feet; thence South 00°09' West Seventy-three and Four-tenths (73.4) feet; thence North 16°46' West Sixteen Hundred Eighteen and Nine-tenths (1618.9) feet; thence North 0°11' East Eighty-five and Seven-tenths (85.7) feet to Jordan Aqueduct Centerline Station 1246+03.84; said point has U.S.C. & G.S. plane grid coordinates North 844,978.35 and East 1,866,662.39; thence North 00°11' East Eighty-five and Seven-tenths (85.7) feet; thence South 16°46' East Seventeen Hundred Twenty-one and Five-tenths (1721.5) feet; thence North 89°48' West Twenty-six and One-tenth (26.1) 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 1,867,851.63.

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 Dee J. Ralston date 9/1/72

(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-204(T)

A parcel of land in Salt Lake County, Utah, in the East half of the Northwest quarter (E 1/2 NW 1/4) of Section 17, Township 2 South, Range 1 West, Salt Lake Meridian, Utah, containing Two and Fifty-four Hundredths (2.54) acres, 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°48' East Nineteen Hundred Nineteen and Six-tenths (1919.6) feet along the South line of said Northwest quarter and North 00°12' East Seven Hundred Thirty-seven and Seven-tenths (737.7) feet from the West quarter corner of said Section 17; said point has U.S.C. & G.S. plane grid coordinates North 843,416.07 and East 1,867,133.16 and lies at Jordan Aqueduct Centerline Station 1229+71.96; thence North 89°48' West Four and Two-tenths (4.2) feet; thence South 00°09' West Two Hundred Two and Five-tenths (202.5) feet; thence North 16°46' West Sixteen Hundred Eighteen (1618.0) feet; thence North 0°11' East Two Hundred Sixteen (216.0) feet to Jordan Aqueduct Centerline Station 1246+03.84, said point has U.S.C. & G.S. plane grid coordinates North 844,978.35 and East 1,866,662.39; thence North 00°11' East One Hundred Ninety-nine and Four-tenths (199.4) feet; thence South 13°26' East One Hundred Five and Eight-tenths (105.8) feet; thence South 16°46' East Seventeen Hundred Thirty-three (1733.0) feet; thence North 89°48' West Fifty-four and Four-tenths (54.4) feet, more or less, to the point of beginning. Containing Four and Forty-four Hundredths (4.44) acres, more or less, excepting herefrom One and Ninety Hundredths (1.90) acres, more or less, hereinbefore described as Parcel JA-204(F), leaving a net area of Two and Fifty-four Hundredths (2.54) acres, 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 1,867,851.76, the South quarter corner of said Section 17 has plane grid coordinates North 840,032.30 and East 1,867,851.63.

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 EIGHT THOUSAND FIVE HUNDRED SEVENTY-FIVE and No/100 ----- Dollars (\$8,575.00), 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.

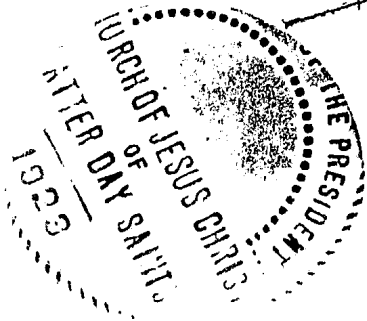
6. Liens or encumbrances against the land through which said right-of-way runs may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the payment price and the same discharged with the money so retained, but this provision 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.  
*DM*



THE UNITED STATES OF AMERICA

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

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

Landowner  
By: *Harold K. Lee*

Landowner

Landowner

Landowner

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

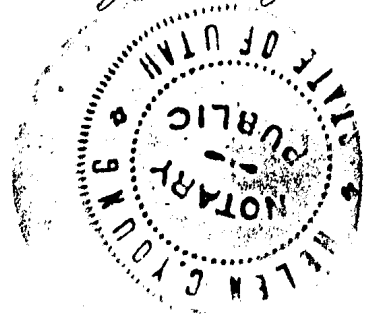
On this 3rd day of August, A.D., 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Harold B. Lee, known to me to be the President of the Church of Jesus Christ of Latter-day Saints, and known to me to be the Corporation Sole of the Corporation of the 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



BOOK 3235  
PAGE 132