

Parcels Nos. JDR-Hy-189-61:27:A
61:27:ET
61:27:2ET

7-276 (4-79)
Bureau of Reclamation

24436-5
UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
RELOCATION OF U.S. HIGHWAY 189
JORDANELLE DAM AND RESERVOIR
CENTRAL UTAH Project

Contract No. 8-07-40-L1010

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 2nd day of February, 19 88, 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

THE L-7 LIMITED PARTNERSHIP,
REUBEN A. LAMBERT and GEORGE L. LAMBERT, General Partners
and
GLEN B. HALE and
MICHAEL GOTTFREDSON

hereinafter styled Vendor,

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

with covenants of warranty
3. The Vendor shall sell and by good and sufficient deed 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 SUMMIT, State of UTAH, to-wit:

(See attached continuation sheets of Article 3 for Land Descriptions and Articles 3a, 3b, 3c, 3d, 3e, 3f, 3g, and 3h.)

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REC'D BY *Le M. 15-5-88*
ALAN SPRIGGS
SUMMIT COUNTY RECORDER
88 MAR 23 PM 12:30
SECURITY TITLE CO.

RED NOTE
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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 Forty-one Thousand Eight Hundred Fifty & No/100 dollars (\$ 41,850.00-----) 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 expenses 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 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, nor as an assumption of any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes 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 Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

8. 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.

9. After execution of this contract by the United States, the proper officers and agents of the United States, its contractors, employees, agents, or assigns, shall at all times have unrestricted access to said property for any purpose, 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 Parcel No. JDR-Hy-189-61:27:A (fee title parcel), until March 1, 1988.

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(Continuation Sheet of Article 3)

PARCEL NO. JDR-Hy-189-61:27:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being a part of an entire tract of property, situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nineteen (19), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at the North Quarter corner of said Section 19; thence South (South 0°16'07" East highway bearing) Twenty-nine and Four Hundredths (29.04) feet, more or less, along the East line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) to a point One Hundred (100.0) feet perpendicularly distant southerly from the center line of said project; thence North 89°51'00" West One Thousand Two Hundred Seventy-nine and Fifteen Hundredths (1,279.15) feet, more or less, to a point opposite Engineer Station 528+55.39; thence South 0°26'30" West Two Hundred Ninety-nine and Seventy-seven Hundredths (299.77) feet; thence North 89°33'30" West Fifteen (15.0) feet, more or less, to the easterly right-of-way fence line of the existing county road; thence North Three Hundred Five and Sixty-seven Hundredths (305.67) feet, more or less, along said easterly right-of-way fence line to the North line of said Section 19; thence North 0°12'10" East Three Hundred Ninety-four and Thirty-four Hundredths (394.34) feet continuing along said easterly right-of-way fence line; thence South 89°33'30" East Nineteen (19.0) feet, more or less, to a point Fifty (50.0) feet perpendicularly distant easterly from the center line of Democrat Alley improvement known as "H" Line for said project at "H" Line Engineer Station 24+00.00; thence South 0°26'30" West Two Hundred and Twenty-three Hundredths (200.23) feet to a point One Hundred (100.0) feet perpendicularly distant northerly from said center line at Engineer Station 528+56.41; thence South 89°51'00" East One Thousand Two Hundred Seventy-five and Seventy-nine Hundredths (1,275.79) feet, more or less to the East line of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$); thence South (South 0°33'49" East Highway bearing) One Hundred Seventy and Ninety-seven Hundredths (170.97) feet, more or less, along said East line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

DESCRIPTION CERTIFIED CORRECT

W. L. ...
Name _____ Date _____

Parcel No. JDR- Hy-189-61:27:A contains a total of Six and Fourteen Hundredths (6.14) acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including improvements, but excepting and reserving to the Grantor, all water and water rights.

3a. Excepting and reserving from said conveyance any coal, oil, gas, and other mineral rights (but not sand and gravel) owned by the Grantor in the above-described land, together with the right to prospect for and remove the same, but any rights reserved hereunder shall be exercised in such a manner as will not interfere with the construction, operation, and maintenance of the relocated U.S. Highway 189 or any works of the Central Utah Project.

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(Continuation Sheet of Article 3 - continued)

3b. In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Vendor hereby agrees to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from the Vendor's remaining property contiguous to Parcel No. JDR-Hy-189-61:27:A; EXCEPTING and reserving to the Vendor, successors or assigns, the right of access to the nearest roadway of said highway over and across the northerly right-of-way line for one 20-foot section, which said section centers at a point directly opposite Highway Engineer Station 535+10.00. Also, the right of access to the nearest roadway of said highway over and across the southerly right-of-way line for one 20-foot section which said section centers at a point directly opposite Highway Engineer Station 535+10.00.

ALSO,

A temporary construction easement, upon part of an entire tract of property, for the purpose of constructing thereon an access road and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:27:ET

A parcel of land in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning in the East line of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) at a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project, which point is approximately One Hundred Seventy and Ninety-seven Hundredths (170.97) feet North (North 0°33'49" West highway bearing) from the South Quarter corner of said Section 18; thence North 0°33'49" West Eighty-one (81.0) feet; thence North 89°51'00" West Forty (40.0) feet; thence South 0°33'49" East Eighty-one (81.0) feet; thence South 89°51'00" East Forty (40.0) feet to the point of beginning.

Parcel No. JDR-Hy-189-61:27:ET contains a total of Seven Hundredths (0.07) of an acre, more or less.

ALSO,

A temporary construction easement, upon part of an entire tract of property, for the purpose of constructing thereon a diversion box and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

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(Continuation Sheet of Article 3 - continued)

PARCEL NO. JDR-Hy-189-61:27:2ET

A Parcel of land in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project at Engineer Station 539+20.00, said point of beginning is approximately One Hundred Seventy and Ninety-seven Hundredths (170.97) feet North (North 0°33'49" West highway Bearing) and Two Hundred Twelve and Twenty Hundredths (212.20) feet North 89°51'00" West from the South Quarter corner of said Section 18; thence North 89°51'00" West Twenty (20.0) feet; thence North 0°09'00" East Twenty (20.0) feet; thence South 89°51'00" East Twenty (20.0) feet; thence South 0°09'00" West Twenty (20) feet to the point of beginning.

Parcel No. JDR-Hy-189-61:27:2ET contains a total of Nine Thousandths (0.009) of an acre (400 square feet), more or less.

Parcels Nos. JDR-Hy-189-61:27:ET and 61:27:2ET contain a total of Seventy-nine Thousandths (0.079) of an acre, more or less.

(Note: All highway bearings in the above descriptions are based on the Utah State Plane Coordinate System.)

3c. 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, oil, gas, and other mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, rialroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said lands in existence on such date.

3d. The United States or its assigns, within the easement area 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 relocated U.S. Highway 189 and appurtenant parts thereof; and (ii) the United States or its assigns will restore the easement area as near as practicable to its original condition after construction of said U.S. Highway 189 and appurtenant parts thereof is completed, but not in any way that will interfere with the purpose of said easement.

3e. The United States or its assigns also agrees that if damage occurs to agricultural crops or livestock within the easement area as a result of construction of the relocated U.S. Highway 189 and appurtenant parts thereof, payment will be made by the United States or its assigns to the owner thereof on the basis of an appraisal approved by the United States or its assigns.

3f. After said access road and diversion box are constructed on the above-described parts of an entire tract at the expense of the United States or its

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(Continuation Sheet of Article 3 - continued)

assigns, the United States or its assigns is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said access road and diversion box and appurtenant parts thereof.

3g. The temporary easement described herein shall expire upon completion of construction of the relocated U.S Highway 189 and appurtenant parts thereof.

3h. This contract is freely assignable and transferable and shall constitute a covenant running with the land, binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the Vendor, for the benefit of the United States, its contractors, employees, agents, and assigns.

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notwithstanding earlier delivery of the deed as herein provided. The Vendor may retain possession of Parcel Nos. JDR-Hy-189-61:27:ET and 61:27:2ET (temporary easements), subject to the easements herein agreed to be conveyed.

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~~9. Notwithstanding earlier delivery of the deed as herein provided, vendor may retain possession of said property until the ninetieth day following the date of this contract or until the ninetieth day following the date the Vendor has received written notice to vacate whichever is earlier; provided, however, that in any event Vendor may retain possession of said property until payment to Vendor of the consideration. Vendor may harvest and retain the crops thereon until provided, further, that after execution of this contract the United States may enter upon said property for the purpose of surveying for the construction of works of the United States. For the purposes of this Article 9, payment of consideration to the Vendor shall be deemed to have been made upon the mailing of the warrant or fiscal officer's check to vendor at his last known address.~~

10. 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.

11. 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.

12. 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.

13 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.

Witnesses:

Address _____

Address _____

Address _____

THE UNITED STATES OF AMERICA

By Glade J. Burney
Acting Regional Supervisor of Water and Land,
Bureau of Reclamation, Upper Colorado Region

Reuben A. Lambert
General Partner

George Lambert
General Partner

Shirley B. Hale
Vendor

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"Appd. Sol. Off.

G. Kevin Jones

THE L-7 LIMITED PARTNERSHIP

Michael J. Johnson
an individual

ACKNOWLEDGMENT OF VENDOR

State of _____
County of _____) ss.

On this _____ day of _____, 19____, personally appeared before me _____ to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

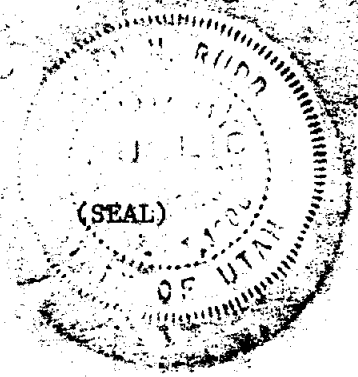
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL) _____
Notary Public in and for the
State of _____
Residing at _____
My commission expires _____

ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On this 2nd day of February, 1988, personally appeared before me Reuben A. Lambert and George L. Lambert who being by me duly sworn did say that they are Partners of THE L-7 LIMITED PARTNERSHIP, a Utah Limited Partnership, and that said instrument was signed in behalf of said Limited Partnership by authority of the Partnership Agreement and said Reuben A. Lambert and George L. Lambert acknowledged that said Limited Partnership executed the same.



Evan M. Redd
Notary Public in and for the
State of Utah
Residing at Murray
My Commission Expires: 9/21/90

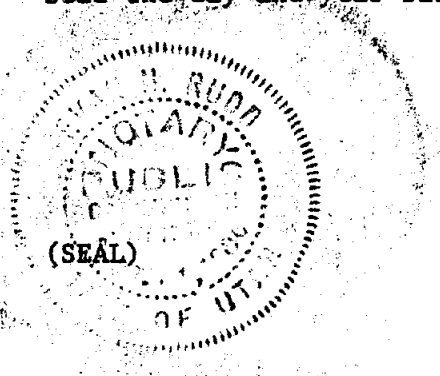
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ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 2nd day of February, 1988, personally appeared before me Glen B. Hale and Michael Gottfredson to me known to be the individual, or individuals, described in and who executed the within and forgoing 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 M Reed
Notary Public in and for the
State of Utah
Residing at Murray
My Commission Expires 9/21/90