

Contract No. 7-07-40-10380

715588

900-1205 PAGE 106

Project No. RS-0569(2)
Parcel No. 7:XC

Mr. 34
U. Dept of Transp.
FEDERAL ROAD DISTRICT NO. 2
JUN 27 1936

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WEBER BASIN PROJECT

5222
RS-29-0-0

CONTRACT AND GRANT OF EASEMENT FOR *Platted*
HIGHWAY NO. RS-0569 (2) OVER
OGDEN VALLEY CANAL

Edith D. White

THIS AGREEMENT, made and entered into this 30th
day of June, 1936, pursuant to the Act of Congress
approved June 17, 1902 (32 Stat. 388), and all acts amendatory
thereof or supplementary thereto, commonly known and referred
to as the Reclamation Laws, between the UNITED STATES OF AMERICA,
acting by and through the Bureau of Reclamation, Department
of the Interior, herein called the United States, represented
by the officer executing this instrument, and UTAH DEPARTMENT
OF TRANSPORTATION, herein called the Department, represented
by the Director of said Department;

WITNESSETH, That:

1. In consideration of the mutual agreements and
covenants herein contained, the United States does hereby grant
to the Department, its successors and assigns, a perpetual
easement to construct, operate, and maintain a Highway
(Project No. RS-0569 (2), herein called the Highway, on, over,
and across the Ogden Valley Canal, herein called the Canal.
The land involved in the crossing was obtained by the United
States in connection with the Weber Basin Project in the County
of Weber, State of Utah, and is more particularly described as
follows:

A parcel of land in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, in Weber County, Utah. The boundaries of said parcel of land are described as follows:

Beginning in the centerline of what is known as the Ogden Valley Canal at Station 480+15.6, a point in the East right-of-way line of a highway known as Project No. 0569, from which point the Southeast corner of said Section 27 bears South 82°53' East Twenty-six Hundred Forty-two and Eight-tenths (2642.8) feet; and running thence South 0°22' East Twenty-five and Five-hundredths (25.05) feet along said East right-of-way line; thence South 85°54' West Sixty-six and Fourteen-hundredths (66.14) feet along the South boundary line of said canal; thence North 0°22' West Fifty-five and Twelve-hundredths (55.12) feet along the West right-of-way line of the existing county road; thence North 85°54' East Sixty-six and Fourteen-hundredths (66.14) feet along the North boundary line of said canal; thence South 0°22' East Thirty and Seven-hundredths (30.07) feet along said East right-of-way line to the point of beginning.

The above described parcel of land contains 3638 square feet in area or 0.08 of an acre.

2. The Department agrees:

- (a) To pay to the United States the sum of Three Hundred Twenty Dollars (\$320) for the Highway easement.
- (b) The Department agrees that the easement hereby granted shall be held and exercised subject to the prior rights of the United States, its agents, successors, and assigns, to use or cross the lands covered by this instrument for the construction, operation, and maintenance of the Weber Basin Project facilities without any obligation whatsoever to the Department. In the event the United States, its agents, successors, or assigns, build any future facilities across

lands covered by this instrument for the Weber Basin Project, the plans and specifications for the facilities will be presented to the Department for review and consultation before construction of the facilities is commenced.

(c) That said Highway will be constructed and maintained by the Department at no expense to the United States or the Weber Basin Water Conservancy District, hereinafter referred to as the District. In the event that any damage is caused, or threatened to be caused to the Canal or other facilities of the United States or any operation of the Canal or facilities in close proximity are hindered or restricted by or as a result of the construction, operation, or maintenance of said Highway, the Department shall, at its expense, immediately repair such damages or conditions or cause the same to be immediately repaired or changed in a manner satisfactory to the United States and the District.

(d) To be liable for any damage to the personnel or property of the United States, the District, or of any third party or parties which may result from the easement herein granted, and that any extraordinary maintenance or operational costs incurred by the United States or the District, which result from the granting of this easement or the construction of Highway Project No. RS-0569 (2) shall be borne by the Department.

(e) To hold the United States and the District harmless against all claims of every character arising out of or in connection with the construction, use, operation, or

maintenance of those portions of the Highway subject to this agreement, and agrees to release the United States and the District from all claims for damage to the Highway or users of the Highway which may hereafter result from the construction, operation, or maintenance of the Canal or other facilities in close proximity to the Highway; however, this shall not be construed to include negligence or wrongful acts of the United States or the Association, their agents or assigns.

(f) That in the event the Highway interferes in any way with the operation, maintenance, or replacement of existing facilities of the United States within the purview of this instrument, the Department shall assume all responsibilities and pay all costs incident to the necessary relocation or alteration of its facilities. The United States will consult with the Department in determining said costs.

(g) To abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

3. This Contract and Grant of Easement shall not become effective until approved by the District.

4. The Department warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide

employees or bona fide established commercial or selling agencies maintained by the Department for the purposes of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

5. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this instrument if made with a corporation or company for its general benefit.

6. The provisions of this instrument shall run in favor of and bind the assigns of the United States and the successors and assigns of the Department.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By *V. G. Brewster*
Regional Director, UC Region
Bureau of Reclamation

UTAH DEPARTMENT OF TRANSPORTATION

Louise A. Fenley
COMMISSION SECRETARY

By *Blaine Key*
Director

(SEAL)

APPROVED:

WEBER BASIN WATER CONSERVANCY DISTRICT

By *Ralph G. Richards*
Title *President*

ATTEST:

By *Wayne M. Munger*
Title *Secretary*

APPROVED AS TO FORM
BY *EST. E. HAY*
Secretary Gen.
Mark G. Hale

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

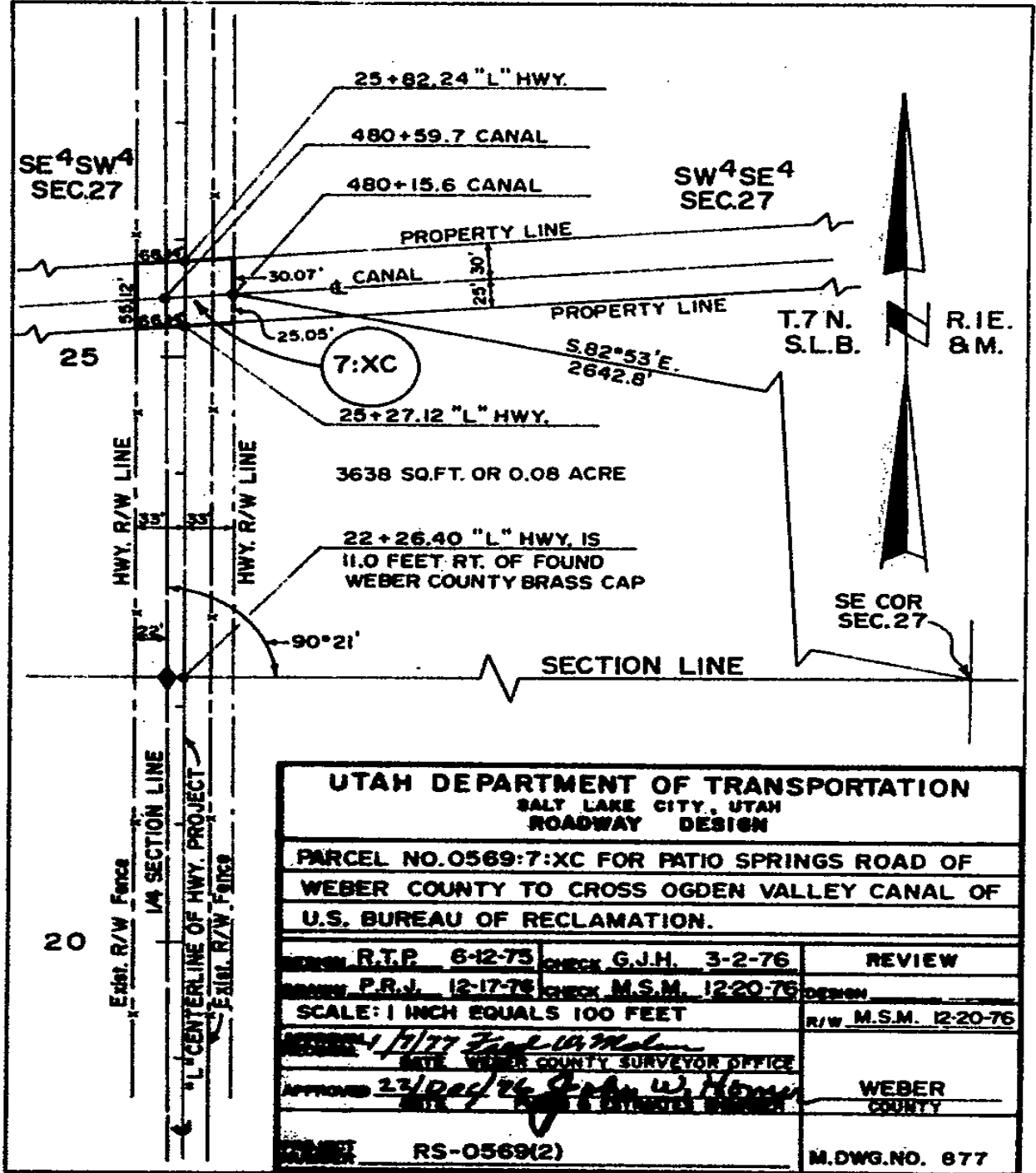
On the 7th day of July, A.D. 1977,
personally appeared before me E. H. Reynolds,
who being by me duly sworn did say that he is the Assistant
Regional Director, Upper Colorado Region, Bureau of Reclamation,
Department of the Interior, and that said instrument was
signed in behalf of the United States of America pursuant
to authority delegated to him.

NOTARY PUBLIC
STATE OF UTAH

Leopold Wallace
Notary Public
Residing at Salt Lake City, Utah
County of Salt Lake
State of Utah

My Commission Expires:

April, 1978



UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH ROADWAY DESIGN		
PARCEL NO. 0569:7:XC FOR PATIO SPRINGS ROAD OF WEBER COUNTY TO CROSS OGDEN VALLEY CANAL OF U.S. BUREAU OF RECLAMATION.		
DESIGN R.T.P. 6-12-75	CHECK G.J.H. 3-2-76	REVIEW
DESIGN P.R.J. 12-17-75	CHECK M.S.M. 12-20-75	DESIGN
SCALE: 1 INCH EQUALS 100 FEET		R/W M.S.M. 12-20-76
1/17/77 <i>John W. Henry</i> STATE OF UTAH COUNTY SURVEYOR OFFICE 23/DEC/76 <i>John W. Henry</i> STATE OF UTAH COUNTY SURVEYOR OFFICE		WEBER COUNTY
PROJECT RS-0569(2)		M.DWG.NO. 877

RESOLUTION

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Weber Basin Water Conservancy District, that the President and the Secretary of said District be and they are hereby authorized and empowered to execute on behalf of said District a Contract and Grant of Easement for Highway No. RS-0569 (2) over Ogden Valley Canal, between the United States of America and Utah Department of Transportation, on the terms and conditions contained in the form of agreement presented to and considered at this meeting.

CERTIFICATION

I, WAYNE M. WINEGAR, Secretary of the Weber Basin Water Conservancy District, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said District at a regular meeting held May 27, 1977.


Wayne M. Winegar, Secretary

(SEAL)