

Ent 225499 Bk 0954 Pg 0866
Date: 01-JUL-2004 3:02PM
Fee: \$32.00 Check
CALLEN PESHELL, RECORDER
Filed By: KHL
FOR: TOOELE TITLE COMPANY
TOOELE COUNTY CORPORATION

WHEN RECORDED RETURN TO:
DISTRICT ENGINEER
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
ATTN: REAL ESTATE DIVISION
1325 J STREET
SACRAMENTO, CALIFORNIA 95814

No documentary transfer tax due

T-20683
2-145-13

EASEMENT DEED

S.M.P. INVESTMENTS, INC., hereinafter referred to as "**Grantor**," in consideration of the sum of SEVEN THOUSAND THREE HUNDRED AND THREE DOLLARS 00/100 (\$7,303.00), receipt of which is hereby acknowledged, does hereby grant an assignable easement interest as set forth in Exhibits "C" and "D", to the **UNITED STATES OF AMERICA**, hereinafter referred to as "**Government**," in, upon, over and across the following described property located in the County of Tooele, State of Utah, as set forth in Exhibits "A" and "B".

Said easement is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Upon expiration or termination of this easement as provided for in Exhibit B, the **Government** or its assigns shall assure that damage done to the real property as a result of the **Government's** construction activities in removing the monitoring wells, equipment, facilities and appurtenances as described in Exhibit B, will, at its sole discretion, either repair such damage or make an appropriate settlement with the owner. The extent of any repair or settlement will be for the restoration of the existing ground contour and the establishment of a groundcover of grass, as was the condition of the easement area, prior to the removal of the facilities. The **Government's** liability under this clause is only to the extent provided by Congress in the Federal Torts Claims Act (28 U.S.C. Sec 2671 et seq) and may not exceed appropriations available for such payment. Nothing contained in this easement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the owner may have to make a claim under applicable laws for any damages other than those provided for herein.

TO HAVE AND TO HOLD the same unto said **Government** and its assigns, for thirty (30) years from the date of signing of this instrument. **Grantor** does hereby covenant with the **Government** that they have all the legal rights necessary to convey said easement rights to the **Government**; that said **Government** shall enjoy the same without any lawful disturbances; that title to the interest hereby conveyed is free from any encumbrances other than those herein before stated; and said **Grantor** does hereby warrant the title against any lawful claims and demand that may be made hereafter.

IN WITNESS WHEREOF, the Grantor have hereunto set their hands

this 28th day of JUNE, 2004.

Will Wickhart

S.M.P INVESTMENTS, INC.

PO BOX 1247

Nash, Texas 75569

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Easement Deed, dated _____, from S.M.P INVESTMENTS, INC. to the UNITED STATES OF AMERICA, is hereby accepted by the undersigned officer on behalf of the United States of America, and the Grantee consents to recordation thereof by its duly authorized officer.

M. D. Fisher

MARVIN D. FISHER

Chief, Real Estate Division

U.S. Army Engineer District, Sacramento

5/13/04
Date

EXHIBIT A

TRACT 300E-1
Temporary Environmental Response Easement (Well No. D-6)
Owner: SMP Investments

A 50.00 foot radius easement centered on an existing Well (No. D-6), located in the Northeast Quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

The Northeasterly 15 feet, more or less, of a circular easement with a radius of 50.00 feet centered on an existing Well (No. D-6), said well and center of easement being 1203.16 feet South 89°42'09" West along the section line and 1497.61 feet South 00°17'51" East from the Tooele County monument found marking the Northeast corner of said Section 18 (basis of bearings being South 89°42'09" West 2647.18 feet between the Tooele County monuments found marking the Northeast and the North quarter corners of said Section 18).

✓ EXCEPTING therefrom any portion of the Tooele County right-of-way (abandoned Warner Branch of the Union Pacific Railroad) as recorded January 12, 1994 as Entry No. 061883 in the Office of the Tooele County Recorder.

Contains 733 square feet or 0.017 acres, more or less.

TRACT 300E-2
Temporary Environmental Response Easement (Well No. D-1)
Owner: SMP Investments

✓ A 50.00 foot radius easement centered on an existing Well (No. D-1), located in the Northwest Quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

A circular easement with a radius of 50.00 feet centered on an existing Well (No. D-1), said well and center of easement being 252.09 feet South 89°42'30" West along the section line and 1856.45 feet South 00°17'30" East from the Tooele County monument found marking the North Quarter corner of said Section 18 (basis of bearings being North 89°42'09" East 2647.18 feet between the Tooele County monuments found marking the North Quarter and Northeast corners of said Section 18).

Contains 7.854 square feet or 0.180 acres, more or less.

TRACT 300E-3
Temporary Road Easement (To Well No. D-1)
Owner: SMP Investments

✓ A 12.00 foot wide access easement located in the North Half of Section 18, Township 3 South,

Range 4 West, Salt Lake Base and Meridian, being 6.00 feet on each side of the following described center line, the sidelines extended or shortened to intersect with the boundaries of the below-mentioned Tooele County right-of-way and Tract 300E-2:

Commencing on the Southwesterly boundary line of the Tooele County right-of-way (abandoned Warner Branch of the Union Pacific Railroad) as recorded January 12, 1994 as Entry No. 061883 in the Office of the Tooele County Recorder, 946.69 feet North 89°42'09" East and 1355.65 feet South 00°17'51" East from the Tooele County monument found marking the North Quarter corner of said Section 18 (basis of bearings being North 89°42'09" East 2647.18 feet between the Tooele County monuments found marking the North Quarter and Northeast corners of said Section 18) and running thence South 67°02'01" West 1299.34 feet to the terminus of the center line of the easement at the center of the existing Well (No. D-1).

✓ EXCEPTING therefrom any portion of the said Tooele County right-of-way or of Tract 300E-2, described above.

Contains 14,994 square feet, or 0.344 acres, more or less.

EXHIBIT B

OFF-POST WELL D-6

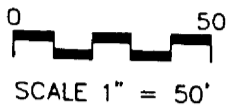
ENT 225499 Bk 0954 Pg 0870

NORTH 1/4 CORNER
SECTION 18
T3S, R4W SLB&M
FND TOOELE CO MON

NE CORNER
SECTION 18
T3S, R4W SLB&M
FND TOOELE CO MON

S89°42'09"W 2647.18' — BASIS OF BEARINGS —

1203.16'



LEGEND	
	POWER POLE
	POWER LINE

S00°17'51"E 1497.61'

SMP INVESTMENTS
2-145-13

SMP INVESTMENTS
2-145-13

100' WIDE
TOOELE
COUNTY
RIGHT-OF-WAY

SMP INVESTMENTS
EASEMENT AREA
TRACT 300E-1

SMP INVESTMENTS
2-145-13

ABANDONED RR ALIGNMENT

MONITORING
WELL D-6
CENTER POINT
50' RADIUS
EASEMENT



FORSGREN
ASSOCIATES / INC.
370 EAST 500 SOUTH SUITE #200
SALT LAKE CITY, UTAH 84111
(801) 364-4785

TOOELE ARMY DEPOT

TRACT 300E-1

PROJECT NO.:
503036

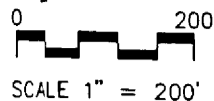
SHEET NO.
1 OF 2

FILE NAME: TR300E-1 SCALE:
1" = 50'

OFF-POST WELL D-1

NE CORNER
SECTION 18
T3S, R4W SLB&M
FND TOOELE CO MON

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BASIS OF BEARINGS -

PERRY/TOOELE ASSOC
2-145-16

S00°17'51"E 1355.65'

100' WIDE
TOOELE COUNTY
RIGHT-OF-WAY

PERRY/TOOELE ASSOC
2-145-16

LEGEND

- FOUND T-POST
- POWER LINE
- x FENCE LINE

N 1/4 CORNER
SECTION 18
T3S, R4W SLB&M
FND TOOELE CO MON

S89°42'30"W 2651.18'

252.09'

NW CORNER
SECTION 18
T3S, R4W SLB&M
FND TOOELE CO MON

ABANDONED RR ALIGNMENT

PERRY/TOOELE ASSOC
2-145-16

N00°19'12"W

PERRY/TOOELE ASSOC
2-145-14

S00°17'30"E 1856.45'

- 1/4 SECTION LINE -

SMP INVESTMENTS
2-145-13

GRAVEL
ROAD

Tract 300E-2

MONITORING WELL D-1
CENTER POINT
50' RADIUS EASEMENT

GATE

DITCH

POINT OF
BEGINNING
12' WIDE ROAD
EASEMENT TO
WELL D-1

SMP INVESTMENTS
2-145-13

CENTERLINE
12' WIDE ROAD
EASEMENT TO
WELL D-1

SMP INVESTMENTS
2-145-13

Tract 300E-3

DITCH

1269.34'

BERM



FORSGREN
ASSOCIATES / INC.
370 EAST 500 SOUTH SUITE #200
SALT LAKE CITY, UTAH 84111
(801) 364-4785

TOOELE ARMY DEPOT

TRACTS 300E-2 AND 300E-3

PROJECT NO.:	503036
SHEET NO.:	2 OF 2
FILE NAME:	SCALE:
TR300E-2&3	1" = 200'

TEMPORARY GROUNDWATER MONITORING EASEMENT

An assignable easement and right-of-way in, on, over and across the land described for a period not to exceed 30 years, beginning with the date of the signing of this instrument, and terminating earlier by the completion of the ground water sampling and filing in the local land records by the representative of the United States in charge of Tooele ground water monitoring, a notice of termination for use by the United States, its representatives, agents, contractors, and assigns; as a work area for ground water sampling, including the right to move, and remove equipment and supplies, erect and remove temporary structures on the land, investigate and collect samples, construct, operate, maintain, alter, repair and remove groundwater monitoring wells, appurtenances thereto and other devices for the monitoring of contamination in water, and perform any other such work which may be necessary and incident to the government's use for the sampling on said lands; together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.

ROAD EASEMENT

An assignable easement and right-of-way in, on, over and across the land described for a period not to exceed 30 years, beginning with the date of the signing of this instrument, and terminating earlier by the completion of the groundwater sampling and filing in the local land records by the representative of the United States in charge of Tooele ground water monitoring, a notice of termination for use by the United States, its representatives, agents, contractors, and assigns, for the location, construction, operation, maintenance, alteration, replacement of roads and appurtenances thereto; together with the right to trim, cut, fell and remove there from all trees, underbrush, obstruction and other vegetation, structure, or obstacles within the limits of the right-of-way; reserving however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

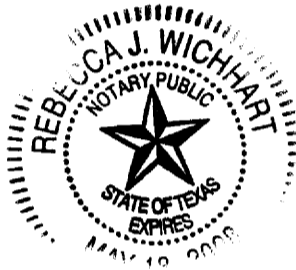
S.M.P. Investments, Inc.

BY Will Wichhart
Fredrik W. Wichhart President

STATE OF TEXAS)
) SS.
COUNTY OF Bowie)

On the 28 day of June ~~Frederik W. Wichhart~~, 2004, personally appeared before me **Fredrik W. Wichhart**, who being by me duly sworn, did say that he is the **PRESIDENT** of **S.M.P. Investments, Inc.** a corporation, and that said instrument was signed in behalf of said corporation by authority of it's bylaws (or by a resolution of it's board of directors) and said **Fredrik W. Wichhart** acknowledged to me that said corporation executed the same.

Seal



Rebecca J. Wichhart
Notary Public

Expires: May 18, 2008

