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COUNTY, DISTRICT OF UTAH  
JUN 10 1987  
PAUL L. EADGER  
Clerk

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF UTAH

UNITED STATES OF AMERICA :  
 :  
 Plaintiff, :  
 :  
 v. :  
 :  
 819.98 ACRES OF LAND, MORE OR :  
 LESS, LOCATED IN WASATCH AND :  
 SUMMIT COUNTIES, STATE OF UTAH, :  
 STICHTING MAYFLOWER RECREATIONAL :  
 FONDS AND STICHTING MAYFLOWER :  
 MOUNTAIN FONDS, AND ANY UNKNOWN :  
 OWNERS :  
 :  
 Defendants. :

Civil No. 87-C-0525S

DECLARATION OF TAKING

Pursuant to authority delegated on December 27, 1971,  
by the Secretary of the Interior, and under subparagraphs (5) and  
(6) of 209.3.2A Department of the Interior Manual to the  
Department's Solicitor, and redelegated by Solicitor's  
Regulations Manual, Part I, 6.1B(1), I do hereby make and cause  
to be filed this Declaration of Taking under Section 1 of the Act  
of February 26, 1931 (46 Stat. 1421, 40 U.S.C. 258a (1982)), and  
declare that:

NO 142667 DATE 6-22-87 TIME 11:35 FEE 120.00  
REC FOR U.S. MARSHALL BOOK 192 PAGE 150-250  
RECORDER JOE DEAN HUBER BY BRUCE BAILEY  
Wasatch County, State of Utah

PAGE (X) INDEX ( ) ABSTRACT (O) PLAT (V) CHECK ( )

FIRST: The interests in land hereinafter described are taken under and in accordance with the authority set forth in Schedule "A," annexed hereto and made a part hereof.

SECOND: The public uses for which said interests in land are taken are also set forth in Schedule "A," annexed hereto and made a part thereof.

THIRD: A description of the tracts of land taken, the estate being taken, and the estimated just compensation therefore are set forth in Schedule "B," annexed hereto.

FOURTH: A plat showing the land covering the interests is annexed hereto as Schedule "C" and made a part hereof.

FIFTH: Pursuant to law, the lands selected for acquisition for the purposes set forth herein are described as Parcels Nos. JDR-101A, B, C, D, E, and F; JDR-Hy-40-19:13A, 19:23:A, 19:26, 19:26:A, 19:28:A, 19:28:2A, 19:28:3A, 19:29:A, 19:39:A, and 19:39:ET; JDR-MFS-2(P), 6(P), 12(P), 14(P), 15(P), 16(P), 17(P), and 18(P) comprising 819.98 acres, shown on Schedule "B," annexed hereto and made a part hereof.

SIXTH: The just compensation for said lands has been determined to be ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,380,000), which sum I cause to be deposited in the registry of the Court for the use and benefit of those entitled thereto. I am of the opinion that the ultimate award for said land will be within any limits prescribed by law as the price to be paid therefore.

IN WITNESS WHEREOF, the United States of America has caused this Declaration of Taking to be signed by the Acting Regional Solicitor, Intermountain Region, United States Department of the Interior, this 14th day of May A.D. 1987, in the City of Salt Lake, State of Utah.

David K. Grayson  
DAVID K. GRAYSON  
Acting Regional Solicitor  
Intermountain Region  
United States Department of the Interior

ATTEST A TRUE COPY  
PAUL L. BADGER, CLERK  
UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH  
BY: Chae O'Leary  
DEPUTY CLERK  
DISTRICT COURT

SCHEDULE A

JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40, AND  
RELOCATION OF MOUNTAIN FUEL SUPPLY  
COMPANY NATURAL GAS PIPELINE  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT

AUTHORITY FOR THE TAKING

The authority for the taking of the real property described herein is pursuant to and in accordance with the Act of August 1, 1888 (25 Stat. 357, as amended, 40 U.S.C. 257 (1982)); the Act of February 26, 1931 (46 Stat. 1421, 40 U.S.C. 258a-258e (1982)); the Act of June 17, 1902, and all acts amendatory thereof or supplementary thereto (32 Stat. 388, 43 U.S.C. 371 et seq., (1982)); the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982)), and all Acts amendatory thereof or supplementary thereto; and Public Law 99-591, dated October 30, 1986.

PUBLIC USES

The public uses for which said real property is taken are in connection with the construction, operation, and maintenance of the Jordanelle Dam and Reservoir and the related relocation of U.S. Highway 40 and relocation of Mountain Fuel Supply Company Natural Gas Pipeline, Bonneville Unit, Central Utah Project. The real property has been selected for acquisition by the United States for said purposes, and for such other uses as may be authorized by Congress or Executive Order, and is required for immediate use by the Bureau of Reclamation, United States Department of the Interior.

SCHEDULE B

JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
RELOCATION OF MOUNTAIN FUEL SUPPLY COMPANY  
NATURAL GAS PIPELINE  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT

Parcels Nos. JDR-101A, B, C, Estimated Compensation: \$1,380,000  
D, E, and F; JDR-Hy-40-19:13:A,  
19:23:A, 19:26, 19:26:A, 19:28:A,  
19:28:2A, 19:28:3A, 19:29:A,  
19:39:A, and 19:39:ET; JDR-MFS-2(P),  
6(P), 12(P), 14(P), 15(P), 16(P),  
17(P), and 18(P)  
(801.82 acres fee title;  
17.96 acres perpetual easement; and  
0.20 of an acre temporary easement)

Purported Owner

STICHTING MAYFLOWER RECREATIONAL FONDS OF MIJDRECHT,  
THE NETHERLANDS, and STICHTING MAYFLOWER MOUNTAIN FONDS  
OF MIJDRECHT, THE NETHERLANDS, et al.,  
entities formed under the laws of the Netherlands  
c/o Mr. Craig Smay, Attorney-at-Law  
505 East 200 South, Suite 400  
Salt Lake City, Utah 84102

Estate Taken as to Parcels Nos. JDR-101A, B, C, D, E, and F:

The fee simple title to the lands, tenements, hereditaments, and appurtenances thereto belonging, including improvements, but excepting and reserving to the Defendants all water and water rights. Save, excepting, and reserving therefrom, subject to the following conditions, the coal, oil, gas, and other subsurface minerals, if any, owned by the Defendants in all of said lands. The right to prospect for and remove the said minerals from all said lands shall be exercised so as not to interfere with the construction, operation, and maintenance of the Bonneville Unit, Central Utah Project, and all necessary precautions, as may be determined by the Secretary of the Interior, or his duly-authorized representative, acting for and on behalf of the United States, shall be taken to prevent the pollution or affect the quality of the water to be stored in Jordanelle Reservoir, whether it is to be used for irrigation, municipal, or miscellaneous purposes.

Sand and gravel are not reserved to the Defendants.

SCHEDULE B (Continued)

Save, excepting and reserving therefrom the coal, oil, gas, and other subsurface minerals reserved to or outstanding in third parties.

Also, subject to existing rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines.

Legal Description:

Six (6) parcels of land in Wasatch County, Utah, in the North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$ ) of Section Thirty-one (31), Township Two (2) South, Range Five (5) East; the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Thirty (30), Township Two (2) South, Range Five (5) East; the West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$ ) of Lot Two (2) of Section Thirty (30), Township Two (2) South, Range Five (5) East; the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty (30), Township Two (2) South, Range Five (5) East; the South Half (S $\frac{1}{2}$ ) of Section Nineteen (19), Township Two (2) South, Range Five (5) East; and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty (20), Township Two (2) South, Range Five (5) East; all within the Salt Lake Meridian, Utah, containing Six Hundred Seventeen and Seventy-seven Hundredths (617.77) acres, more or less, more particularly described as follows:

Bearings in the following descriptions are based on the Utah Coordinate System, Central Zone.

PARCEL NO. JDR-101A (Fee Title)

A parcel of land within said North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$ ) of Section Thirty-one (31), Township Two (2) South, Range Five (5) East, more particularly described as follows:

Beginning at a point which lies at the Northeast corner of said Section 31, said point has U.S.C. & G.S. plane grid coordinates North 829,162.14 and East 2,023,870.96; thence South 00°02'51" West Thirteen Hundred Fourteen and Six Tenths (1314.6) feet along the East line of said Section 31; thence South 89°45'55" West Fifteen and Four Tenths (15.4) feet; thence North 03°16'00" West Ninety-six and Nine Tenths (96.9) feet to an existing fence corner; thence continuing North 03°16'00" West Two Hundred Forty-seven and Five Tenths (247.5) feet; thence South 80°32'00" West Seventy-four and Three Tenths (74.3) feet; thence South 48°14'00" West Twenty-nine and Seven Tenths (29.7) feet; thence South

BY C.R. Anderson, 5/5/87  
Name Date  
CERTIFICATION CORRECT

SCHEDULE B (Continued)

Legal Description (Continued):

80°30'00" West One Hundred Four and Five Tenths (104.5) feet; thence South 18°18'00" East Ninety-one and Five Tenths (91.5) feet; thence South 06°00'00" East One Hundred Seventy-four and Four Tenths (174.4) feet to an existing fence corner; thence continuing South 06°00'00" East Thirty-five and Two Tenths (35.2) feet; thence South 89°45'55" West Twenty-four Hundred Eighty-five and Four Tenths (2485.4) feet along the South line of said North Half of the Northeast Quarter (N½NE¼) of said Section 31; thence South 89°59'08" West Seven Hundred Seventeen and Four Tenths (717.4) feet along said South line to the easterly right-of-way of the Relocated Highway 40-Project NF-19(14); the next Four (4) courses lie along said right-of-way line: thence North 17°13'28" East Ninety-two and Three Tenths (92.3) feet; thence North 13°41'12" West Seven Hundred Fourteen and Seven Tenths (714.7) feet; thence North 17°32'41" West Four Hundred Ninety-two (492.0) feet; thence North 19°30'00" West Sixty-two and Four Tenths (62.4) feet to a point which lies South 89°54'58" East Sixteen Hundred Eighty-five and Seven Tenths (1685.7) feet along the section line from the Northwest corner of said Section 31; thence South 89°54'58" East Ten Hundred Fifteen (1015.0) feet to the North Quarter corner of said Section 31; said point has U.S.C. & G.S. plane grid coordinates North 829,145.49 and East 2,021,189.24; thence North 89°38'39" East Twenty-six Hundred Eighty-two and Six Tenths (2682.6) feet to the point of beginning.

Parcel No. JDR-101A contains a total of One Hundred Four and Seventeen Hundredths (104.17) acres, more or less.

ALSO,

PARCEL NO. JDR-101B (Fee Title)

A parcel of land within said Southwest Quarter (SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Thirty (30), Township Two (2) South, Range Five (5) East, more particularly described as follows:

Beginning at a point which lies South 89°54'58" East Sixteen Hundred Eighty-five and Seven Tenths (1685.7) feet along the section line from the Southwest corner of said Section 30, said point has U.S.C. & G.S. plane grid coordinates North 829,146.98 and East 2,020,174.53; the next Six (6) courses

## SCHEDULE B (Continued)

Legal Description (Continued):

lie along the easterly right-of-way of the Relocated Highway 40-Project NF-19(14): thence North 19°30'00" West Four Hundred Ninety-eight and Six Tenths (498.6) feet; thence North 59°17'25" West Two Hundred Sixty-eight and Two Tenths (268.2) feet; thence along the arc of a regular curve to the left having a radius of Fifty-nine Hundred Eighty-nine and Six Tenths (5989.6) feet, a distance of Four Hundred Eighteen and Two Tenths (418.2) feet; chord bears North 22°50'19" West Four Hundred Eighteen and One Tenth (418.1) feet; thence North 25°57'16" East Five Hundred Thirty and Seven Tenths (530.7) feet; thence along the arc of a regular curve to the left having a radius of Sixty-four Hundred Nine and Six Tenths (6409.6) feet, a distance of Six Hundred Eighty-nine and Two Tenths (689.2) feet; chord bears North 30°55'09" West Six Hundred Eighty-eight and Nine Tenths (688.9) feet; thence North 34°00'00" West Seven Hundred Ten and Eight Tenths (710.8) feet to a point which lies North 89°41'39" East Five Hundred Ninety and Seven Tenths (590.7) feet from the West Quarter corner of said Section 30; thence North 89°41'39" East Twenty Hundred Seventy-five and Seven Tenths (2075.7) feet to the center of said Section 30; said point has U.S.C. & G.S. plane grid coordinates North 831,806.93 and East 2,021,171.35; thence South 00°23'07" East Thirteen Hundred Thirty-one and Two Tenths (1331.2) feet; thence North 89°40'09" East Thirteen Hundred Thirty-six and Six Tenths (1336.6) feet; thence South 00°35'15" East Thirteen Hundred Thirty and Six Tenths (1330.6) feet; thence South 89°38'39" West Thirteen Hundred Forty-one and Three Tenths (1341.3) feet to the South Quarter corner of said Section 30; said point has U.S.C. & G.S. plane grid coordinates North 829,145.49 and East 2,021,189.24; thence North 89°54'58" West Ten Hundred Fifteen (1015.0) feet to the point of beginning.

Parcel No. JDR-101B contains a total of One Hundred Thirty-one and Seventy-nine Hundredths (131.79) acres, more or less.

ALSO,

PARCEL NO. JDR-101C (Fee Title)

A parcel of land within said West Half of the West Half (W½W½) of Lot Two (2) of Section Thirty (30), Township Two (2) South, Range Five (5) East, more particularly described as follows:



SCHEDULE B (Continued)

Legal Description (Continued):

Beginning at a point which lies South 00°04'21" West Sixteen Hundred Sixty and One Tenth (1660.1) feet along the section line from the Northwest corner of said Section 30, said point has U.S.C. & G.S. plane grid coordinates North 832,797.70 and East 2,018,507.15; thence North 89°45'08" East Three Hundred Thirty-two and Three Tenths (332.3) feet; thence South 00°00'55" West Ten Hundred Five (1005.0) feet along the East line of said West Half of the West Half (W½W½) of Lot 2 of Section 30; thence South 89°41'39" West Seventy-nine and One Tenth (79.1) feet along the midsection line; said point lies north 89°41'39" East Two Hundred Fifty-four and Two Tenths (254.2) feet from the West Quarter corner of said Section 30; thence North 34°00'00" West Two Hundred Eighty-six and Four Tenths (286.4) feet along easterly right-of-way of the Relocated Highway 40-Project NF-19(12); thence North 59°29'52" West One Hundred Eight and Seven Tenths (108.7) feet along said Highway 40 right-of-way; thence North 00°04'21" East Seven Hundred Eleven and Four Tenths (711.4) feet along the section line to point of beginning.

Parcel No. JDR-101C contains a total of Six and Sixty-six Hundredths (6.66) acres, more or less.

ALSO,

PARCEL NO. JDR-101D (Fee Title)

A parcel of land within said Northeast Quarter (NE¼) and the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section Thirty (30), Township Two (2) South, Range Five (5) East, more particularly described as follows:

Beginning at a point which lies North 89°45'08" East Twenty-three Hundred Fourteen and Four Tenths (2314.4) feet along the section line from the Northwest corner of said Section 30, said point has U.S.C. & G.S. plane grid coordinates North 834,467.30 and East 2,020,822.92; thence North 89°45'08" East Twenty-nine Hundred Seventy-five and Seven Tenths (2975.7) feet along said section line to the Northeast corner of said Section 30; said point has U.S.C. & G.S. plane grid coordinates North 834,480.17 and East 2,023,797.65; thence South 00°47'23" East Twenty-six Hundred Sixty and One Tenth (2660.1) feet along the East line of

SCHEDULE B (Continued)

Legal Description (Continued):

said Section 30; thence South 89°41'39" West Twenty-six Hundred Sixty-three and Nine Tenths (2663.9) feet along the midsection line to the center of said Section 30; said point has U.S.C. & G.S. plane grid coordinates North 831,806.93 and East 2,021,171.35; thence North 00°23'07" West Thirteen Hundred Thirty-one and Four Tenths (1331.4) feet; thence South 89°43'23" West Six Hundred Sixty-three and Nine Tenths (663.9) feet; thence North 00°16'15" West Three Hundred Thirty-two and Nine Tenths (332.9) feet; thence South 89°43'49" West Three Hundred Thirty-one and Six Tenths (331.6) feet; thence North 00°12'49" West Five Hundred Ninety-eight and Nine Tenths (598.9) feet; thence North 89°45'08" East Six Hundred Sixty-one and Five Tenths (661.5) feet; thence North 00°14'52" West Four Hundred (400.0) feet to the point of beginning.

Parcel No. JDR-101D contains a total of One Hundred Eighty-three and Eighty-three Hundredths (183.83) acres, more or less.

ALSO,

PARCEL NO. JDR-101E (Fee Title)

A parcel of land within said South Half (S½) of Section Nineteen (19), Township Two (2) South, Range Five (5) East, more particularly described as follows:

Beginning at a point which lies North 89°45'08" East Twenty-three Hundred Fourteen and Four Tenths (2314.4) feet along the section line from the Southwest corner of said Section 19, said point has U.S.C. & G.S. plane grid coordinates North 834,467.30 and East 2,020,822.92; thence North 00°14'52" West One Hundred (100.0) feet; thence South 89°45'08" West Six Hundred Sixty-one and Four Tenths (661.4) feet; thence North 00°19'26" West Fifteen Hundred Forty-five and Four Tenths (1545.4) feet; thence South 89°53'23" West Nine Hundred Eighty-eight and Three Tenths (988.3) feet; thence North 00°11'55" West Six Hundred Fifty-nine and One Tenth (659.1) feet; thence South 89°56'42" West Three Hundred Twenty-nine (329.0) feet; thence North 00°09'24" West Three Hundred Twenty-nine and Seven Tenths (329.7) feet to a point which lies North 89°58'22" East Three Hundred Twenty-eight and Seven Tenths (328.7) feet along the midsection line from the West Quarter corner of said Section 19; thence North 89°58'22" East Twenty-three Hundred One (2301.0) feet to the center of said Section 19; said point has U.S.C. &

SCHEDULE B (Continued)

Legal Description (Continued):

G.S. plane grid coordinates North 837,096.60 and East 2,021,132.83; thence continuing North 89°58'22" East Thirteen Hundred Fifteen and Six Tenths (1315.6) feet to the East line of the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of said Section 19; thence South 00°36'06" East Six Hundred Fifty-five and Nine Tenths (655.9) feet; thence North 89°55'02" East Eighty-one and Nine Tenths (81.9) feet; thence South 00°26'00" West Fourteen Hundred Eighty-one and Six Tenths (1481.6) feet; thence North 82°13'00" East Nine Hundred Thirty-four and Seven Tenths (934.7) feet; thence South 74°26'00" East Three Hundred Fifty-two and Six Tenths (352.6) feet; thence South 00°45'16" East Five Hundred Twelve and Six Tenths (512.6) feet along the section line to the Southeast corner of said Section 19; said point has U.S.C. & G.S. plane grid coordinates North 834,480.17 and East 2,023,797.65; thence South 89°45'08" West Twenty-nine Hundred Seventy-five and Seven Tenths (2975.7) feet along the section line to the point of beginning.

Parcel No. JDR-101E contains a total of One Hundred Eighty-one and Forty-six Hundredths (181.46) acres, more or less.

ALSO,

PARCEL NO. JDR-101F (Fee Title)

A parcel of land within said Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section Twenty (20), Township Two (2) South, Range Five (5) East, more particularly described as follows:

Beginning at a point which lies at the Southwest corner of said Section 20, said point has U.S.C. & G.S. plane grid coordinates North 834,480.17 and East 2,023,797.65; thence North 00°45'16" West Five Hundred Twelve and Six Tenths (512.6) feet along the section line; thence South 74°26'00" East Four Hundred Sixty-four and Four Tenths (464.4) feet; thence North 51°56'00" East Two Hundred Thirty-four (234.0) feet; thence North 30°31'00" West Sixteen (16.0) feet; thence North 59°32'00" East One Hundred Fifty-six and Two Tenths (156.2) feet; thence South 22°15'00" East Six Hundred Fifty-six (656.0) feet along the westerly right-of-way of existing Highway 40; thence South 88°57'50" West Ten Hundred (1000.0) feet, more or less, along the section line to point of beginning.

Parcel No. JDR-101F contains a total of Nine and Eighty-six Hundredths (9.86) acres, more or less.

SCHEDULE B (Continued)

Legal Description (Continued):

Parcels Nos. JDR-101A, B, C, D, E, and F contain a total of Six Hundred Seventeen and Seventy-seven Hundredths (617.77) acres, more or less.

Based on the Utah Coordinates System, Central Zone, established by the United States Coast and Geodetic Survey, the Southwest corner of said Section 31 has plane grid coordinates North 823,905.59 and East 2,023,866.59; the South Quarter corner of said Section 31 has plane grid coordinates North 823,869.94 and East 2,021,242.65; the West Quarter corner of said Section 31 has plane grid coordinates North 826,523.33 and East 2,018,501.67; the Northeast corner of said Section 19 has plane grid coordinates North 839,715.54 and East 2,023,728.72; and the Northwest corner of said Section 19 has plane grid coordinates North 839,728.24 and East 2,018,495.73.

Ground distances in the foregoing descriptions can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor 0.999677.

AND, ALSO,

Estate Taken as to Parcels Nos. JDR-HY-40-19:13:A, 19:23:A, 19:26, 19:26:A, 19:28:A, 19:28:2A, 19:28:3A, 19:29:A, and 19:39:A:

The fee simple title to the lands, tenements, hereditaments, and appurtenances thereto belonging, including improvements, but excepting and reserving to the Defendants all water and water rights. Save, excepting, and reserving therefrom, subject to the following conditions, the coal, oil, gas, and other subsurface minerals, if any, owned by the Defendants in all of said lands. The right to prospect for and remove the said minerals from all said lands shall be exercised so as not to interfere with the construction, operation, and maintenance of the relocated U.S. Highway 40 or any works of the Central Utah Project.

Save, excepting and reserving therefrom the coal, oil, gas, and other subsurface minerals reserved to or outstanding in third parties.

Also, subject to existing rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines.

In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96,

SCHEDULE B (Continued)

Utah Code Annotated, 1953, as amended, the Defendants are required to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from their remaining property contiguous to the lands hereby taken; Provided, however, that such remaining property of the Defendants shall abut upon and have access to the adjoining frontage roads.

Legal Description:

PARCEL NO. JDR-Hy-40-19:13:A (Fee Title)

A parcel of land for an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot 244 of the East Park Plat No. 2 Subdivision and in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{2}$ SW $\frac{1}{2}$ ) of Section Thirteen (13), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at the Northwest corner of said Lot 244; thence South 86°18'00" East (which equals highway bearing South 86°35'53" East) Twenty-nine and Forty-one Hundredths (29.41) feet along the northerly line of said Lot 244; thence South 32°16'14" West Twenty-seven and Fifty-nine Hundredths (27.59) feet to the southwesterly line of said Lot 244; thence North 30°00'00" West (North 30°17'53" West highway bearing) Twenty-nine and Four Hundredths (29.04) feet along said southwesterly 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.

Parcel No. JDR-Hy-40-19:13:A contains a total of Three Hundred Fifty-six (356.0) square feet or Eight Thousandths (0.008) of an acre, more or less.

ALSO,

PARCEL NO. JDR-Hy-40-19:23:A (Fee Title)

A parcel of land for three frontage roads and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Patented Mining Claims Evans, Evans No. 1, Minnie, and in the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Twenty-four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

## SCHEDULE B (Continued)

Legal Description (Continued):

Beginning at the Southeast corner of said Minnie, which point is Eleven Hundred Forty-five and Twenty Hundredths (1145.20) feet North (North 0°03'18" West highway bearing) from the South Quarter corner of said Section 24; thence West (South 89°56'42" West highway bearing) Two Hundred Twenty-four and One Hundredth (224.01) feet along the South line of Minnie to the East line of said Evans; thence South (South 0°03'18" East highway bearing) One Hundred Seventy-eight and Fifty-nine Hundredths (178.59) feet; thence North 56°19'30" West One Hundred Sixteen (116.0) feet to a point Eighty (80.0) feet perpendicularly distant southwesterly from the centerline of a frontage road known as "L" Line for said project at Engineer Station 54+50.00; thence North 38°26'24" West One Hundred Fifty-two and Ninety-seven Hundredths (152.97) feet; thence North 49°45' West Five Hundred (500.0) feet; thence North 59°12'44" West One Hundred Eighty-two and Forty-eight Hundredths (182.48) feet; thence North 38°23'29" West One Hundred Fifty-two and Thirty-two Hundredths (152.32) feet to a point Fifty (50.0) feet perpendicularly distant southwesterly from said centerline; thence northerly Four Hundred Fifty-seven and Fifty-two Hundredths (457.52) feet along the arc of a Seven Hundred Sixty-six and Twenty Hundredths (766.20)-foot radius curve to the right to the southerly mining claim line of Pioche No. 2, Lot No. 172 (Note: Tangent to said curve at its point of beginning bears North 49°45' West); thence North 80°45' East (North 80°55'52" East highway bearing) Two Hundred Thirty-two and Eighty-three Hundredths (232.83) feet, more or less, along said southerly mining claim line to the southeast corner of said Pioche No. 2; thence North 9°45' West (North 9°34'16" West highway bearing) One Hundred Forty and Forty-eight Hundredths (140.48) feet, more or less, along the easterly mining claim line of Pioche No. 2 to the North line of said Evans No. 1; thence East (North 81°06'42" East highway bearing) Two Hundred Sixty-seven and Seven Hundredths (267.07) feet to the Northeast corner of said Evans No. 1; thence South (South 0°03'18" East highway bearing) Five Hundred Seventy (570.0) feet along the East line of said Evans No. 1 to the North line of said Evans; thence East (North 89°56'42" East highway bearing) Two Hundred Sixty-five and Eight Tenths (265.8) feet along said North line to the West line of said Minnie; thence North (North 0°03'18" West highway bearing) Seven Hundred Ninety-four and Three Hundredths (794.03) feet, more or less, along said West line to a point Sixty-eight and Fifty Hundredths (68.50) feet perpendicularly distant northeasterly from the centerline of a frontage road known as "K" Line for said

SCHEDULE B (Continued)

Legal Description (Continued):

project; thence South 44°21'38" East One Hundred Fifteen and Fifty-eight Hundredths (115.58) feet, more or less, to a point Eighty (80.0) feet perpendicularly distant northeasterly from said "K" Line at Engineer Station 42+00.00; thence South 38°39'00" East Two Hundred Seven and Eight Hundredths (207.08) feet to a point of tangency with an Eighteen Hundred Twenty-nine and Eighty-six Hundredths (1829.86)-foot radius curve to the left; thence southeasterly Three Hundred Twenty-eight and Fifty-five (328.55) feet along the arc of said curve to a point opposite Engineer Station 47+50.00; thence South 81°29'52" East One Hundred Seventy-six and Ninety-five Hundredths (176.95) feet to a point Eighty (80.0) feet perpendicularly distant northwesterly from the centerline of frontage road known as "R" Line for said project at Engineer Station 11+50.00; thence North 34°03'00" East One Hundred One and Sixteen Hundredths (101.16 feet to a point of tangency with a Five Hundred Fifty-seven and Forty-six Hundredths (557.46)-foot radius curve to the right; thence northeasterly Three Hundred Thirty-three and Eighty-one Hundredths (333.81) feet, more or less, along the arc of said curve to an easterly boundary line of said entire tract; thence South 10°11' East (South 10°14'18" East highway bearing) Fifteen Hundred Fifty-three and Sixty-nine Hundredths (1553.69) feet along said easterly boundary line to a southerly boundary line of said entire tract; thence South 63°30' West (South 63°26'42" West highway bearing) Five Hundred Thirty-nine and Eighty-nine Hundredths (539.89) feet along said southerly boundary line to a point Fifty (50.0) feet perpendicularly distant westerly from said "L" Line; thence North 26°33' West Eighty-nine and Ninety-eight (89.98) feet, more or less, to a point of tangency with a Nine Hundred Four and Ninety-three Hundredths (904.93)-foot radius curve to the left opposite Engineer Station 60+96.95; thence northerly Two Hundred Twenty-one and Forty-five Hundredths (221.45) feet, more or less, along the arc of said curve to the West line of said W $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence North (North 0°03'18" West highway bearing) Three Hundred Sixty-one and Eighty-seven Hundredths (361.87) feet, more or less, along said West 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.

Parcel No. JDR-Hy-40-19:23:A contains a total of Thirty-nine and Twenty-five Hundredths (39.25) acres, more or less.

ALSO,

## SCHEDULE B (Continued)

Legal Description (Continued):PARCEL NO. JDR-Hy-40-19:26 (Fee Title)

A parcel of land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot Four (4) of Section Nineteen (19), in Lot One (1) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, being more particularly described as follows:

Beginning in the west line of said Section 19 at a point Eighty (80.00) feet perpendicularly distant southwesterly from the centerline of said frontage road known as "O" Line for said project, which point is Three Hundred Eighty and Fifty-three Hundredths (380.53) feet North (which equals highway bearing North 0°06'55" West) from the Southwest corner of said Section 19; thence South 50°18'00" East Eighty-nine and Twenty-six Hundredths (89.26) feet to a point of tangency with a Twenty-two Hundred Eleven and Eighty-three Hundredths (2211.83)-foot radius curve to the right to a point opposite Engineer Station 37+51.67; thence Southeasterly Seven Hundred Six and Forty-five Hundredths (706.45) feet along the arc of said curve; thence South 32°00'00" East Five Hundred Twenty-four and Seventy-one Hundredths (524.71) feet to a point of tangency with a Six Hundred and Eighty-seven Hundredths (600.87)-foot radius curve to the left, at a point Eighty (80.00) feet perpendicularly distant southwesterly from said centerline at Engineer Station 50+08.37; thence Southeasterly Four Hundred Eleven and Ten Hundredths (411.10) feet along the arc of said curve; thence South 71°12'00" East Two Hundred Forty and Twenty-three Hundredths (240.23) feet to a point of tangency with a Six Hundred and Eighty-seven Hundredths (600.87)-foot radius curve to the left; thence Easterly Three Hundred Eight and Eighty-nine Hundredths (308.89) feet along the arc of the said curve; thence North 0°12'49" West One Hundred Sixty-three and Forty-three Hundredths (163.43) feet to a point Eighty (80.00) feet perpendicularly distant northerly from said centerline; thence South 77°30'00" West Fifteen and Forty-two Hundredths (15.42) feet to a point of tangency with a Four Hundred Forty and Eighty-seven Hundredths (440.87)-foot radius curve to the right; thence Westerly Two Hundred Forty and Eighty-four Hundredths (240.84) feet along the arc of said curve; thence North 71°12'00" West Two Hundred Forty and Twenty-three Hundredths (240.23) feet to



SCHEDULE B (Continued)

Legal Description (Continued):

a point of tangency with a Four Hundred Forty and Eighty-seven Hundredths (440.87)-foot radius curve to the right, opposite Engineer Station 53+64.74; thence Northwesterly Three Hundred One and Sixty-three Hundredths (301.63) feet along the arc of said curve; thence North 32°00'00" West Five Hundred Twenty-four and Seventy-one Hundredths (524.71) feet to a point of tangency with a Twenty-three Hundred Seventy-one and Eighty-three Hundredths (2371.83)-foot radius curve to the left at a point Eighty (80.00) feet perpendicularly distant northeasterly from said centerline at Engineer Station 44+83.67; thence Northwesterly Seven Hundred Fifty-seven and Fifty-five Hundredths (757.55) feet along the arc of said curve; thence North 50°18'00" West Two Hundred Twenty-two and Sixty-four Hundredths (222.64) feet, more or less, to said west line of Section 19; thence South (South 0°06'55" East highway bearing) Two Hundred Eight and Thirty Hundredths (208.30) feet, more or less, along said west 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.

Parcel No. JDR-Hy-40-19:26 contains a total of Eight and Forty-two Hundredths (8.42) acres, more or less.

ALSO,

PARCEL NO. JDR-Hy-40-19:26:A (Fee Title)

A parcel of land for a frontage road and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in the Northeast Quarter (NE¼) of Section Twenty-five (25), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning in the North line of said Section 25 at a point designated as Point "B", One Hundred Twenty (120.0) feet perpendicularly distant southwesterly from the centerline of a frontage road known as "X" Line for said project, which point is approximately Three Hundred Seventy-three and Eighty-five Hundredths (373.85) feet East (which equals highway bearing South 89°59'23" East) from the North Quarter corner of said Section 25; thence South 31°33'00" East Seventy-six and Seventy-eight Hundredths (76.78) feet, more or less, to a point of tangency with a Twenty-nine Hundred

## SCHEDULE B (Continued)

Legal Description (Continued):

Eighty-four and Seventy-nine Hundredths (2984.79)-foot radius curve to the left opposite Engineer Station 20+58.55; said point is designated as Point "C"; thence southeasterly Six Hundred Forty-eight and Fifty-eight Hundredths (648.58) feet along the arc of said curve; thence South 44°00'00" East One Hundred Seventy-seven and Seventy-two Hundredths (177.72) feet to a point One Hundred Twenty (120.0) feet perpendicularly distant southwesterly from said centerline at Engineer Station 28+58.77; thence South 38°32'44" East Two Hundred Seventy-nine and Sixty Hundredths (279.60) feet; thence South 25°00'00" East Two Hundred Eighteen and Fifteen Hundredths (218.15) feet; thence South 10°51'00" East Two Hundred Twenty-one and Sixty-seven Hundredths (221.67) feet; thence South 46°13'47" East Two Hundred Eight and Ninety-five Hundredths (208.95) feet; thence South 31°00'00" East Two Hundred Thirty-two and Seventy-three Hundredths (232.73) feet to a point of tangency with a Fifty-six Hundred Twenty-nine and Fifty-eight Hundredths (5629.58)-foot radius curve to the right at a point One Hundred (100.0) feet perpendicularly distant southwesterly from said "X" Line at Engineer Station 40+26.31; thence southeasterly Three Hundred Fifty-three and Sixty-nine Hundredths (353.69) feet, more or less, along the arc of said curve to the South line of the North Half of the Southeast Quarter of the Northeast Quarter (N½SE¼NE¼) of said Section Twenty-five (25); thence East (North 89°57'20" East highway bearing) Two Hundred Eighty-two and Fifty-six Hundredths (282.56) feet, more or less, along said South line to the East line of the West Half of the Southeast Quarter of the Northeast Quarter (W½SE¼NE¼) of said Section 25; thence North (North 0°12'22" East highway bearing) Three Hundred Thirty-one and Eighty-eight Hundredths (331.88) feet, more or less, along said East line to the South line of the North Half of the North Half of the Southeast Quarter of the Northeast Quarter (N½N½SE¼NE¼) of said Section 25; thence East (North 89°57'53" East highway bearing) Two Hundred Thirteen and Eighty-five Hundredths (213.85) feet; thence North 22°17'35" West Two Hundred Sixty-eight and One Hundredth (268.01) feet, more or less, to a point Three Hundred Sixty (360.0) feet perpendicularly distant northeasterly from the centerline of said project at Engineer Station 620+35.49; thence North 34°42'29" West Five Hundred Thirty-two and Fifty-five Hundredths (532.55) feet; thence North 22°40'09" West Five Hundred One and Thirty Hundredths (501.30) feet to a point One Hundred Thirty (130.0) feet perpendicularly distant easterly from control line of the Northbound Off Ramp known as "M" Line for said project at Engineer Station 611+07.33; thence North

SCHEDULE B (Continued)

Legal Description (Continued):

11°33'00" West Four Hundred Forty-two and Five Hundredths (442.05) feet to a point of tangency with a Fifteen Hundred Sixty-two and Thirty-nine Hundredths (1562.39)-foot radius curve to the left; thence northerly Seventy-nine and Ninety-four Hundredths (79.94) feet, more or less, along the arc of said curve to said North line of Section Twenty-five (25); thence West (North 89°59'23" West highway bearing) Eleven Hundred Four and Fifty-six Hundredths (1104.56) feet, more or less, along said North 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.

Parcel No. JDR-Hy-40-19:26:A contains a total of Thirty-three and Thirty-seven Hundredths (33.37) acres, more or less.

ALSO,

PARCEL NO. JDR-Hy-40-19:28:A (Fee Title)

A parcel of land for a frontage road, an access road, and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in the North Half of the Southeast Quarter (N½SE¼) and the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section Twenty-five (25), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at the East Quarter corner of Section 25; thence West (which equals highway bearing South 89°56'14" West) Seven Hundred Eighty and Fifty-one Hundredths (780.51) feet along the North line of said North Half of the Southeast Quarter (N½SE¼); thence South 19°17'54" East One Hundred Seventy-eight and Eighteen Hundredths (178.18) feet to a point One Hundred Fifty (150.0) feet perpendicularly distant westerly from the centerline of a frontage road known as "X" Line for said project at Engineer Station 53+87.30; thence South 54°58'22" West One Hundred Thirty-five and Forty Hundredths (135.40) feet; thence South 76°00'00" West One Hundred Twenty-eight and Ninety-six Hundredths (128.96) feet; thence South 84°30'44" West Two Hundred Two and Ninety-two Hundredths (202.92) feet; thence North 76°00'00" West One Hundred Thirty-two and Five Hundredths (132.05) feet to a point Fifty (50.0) feet perpendicularly distant northerly from the centerline of an access road known as "Y" Line for said project at Engineer Station 49+00.00; thence South 14°00'00" West One Hundred Fifty (150.0) feet; thence South 55°15'38" East One Hundred Forty-one and Twenty Hundredths (141.20) feet; thence North

SCHEDULE B (Continued)

Legal Description (Continued):

88°09'17" East Six Hundred Fifty-one and Sixty-six Hundredths (651.66) feet; thence South 18°49'01" East Six Hundred Thirty-two and Ninety-two Hundredths (632.92) feet to a point Three Hundred Thirty (330.0) feet perpendicularly distant southwesterly from said "Y" Line at Engineer Station 63+79.37; thence South 50°49'39" East Four Hundred Forty-eight and Forty-five Hundredths (448.45) feet, more or less, to the East line of said Section 25; thence North (North 0°12'24" East highway bearing) Thirteen Hundred Fifty-two and Seventy-nine Hundredths (1352.79) 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.

Parcel No. JDR-Hy-40-19:28:A contains a total of Eighteen and Twelve Hundredths (18.12) acres, more or less.

ALSO,

PARCEL NO. JDR-Hy-40-19:28:2A (Fee Title)

A parcel of land for an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot Two (2) of Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 2; thence East (which equals highway bearing South 89°57'35" East) Two Hundred Fifty-five and Thirty-six Hundredths (255.36) feet along the South line of said Lot 2 to a point Four Hundred (400.0) feet perpendicularly distant northeasterly from the centerline of said project; thence North 34°00'00" West Two Hundred Seventy-six and Eleven Hundredths (276.11) feet, more or less, to a point opposite Engineer Station 633+00.00; thence North 59°29'52" West One Hundred Fifteen and Ninety-seven Hundredths (115.97) feet, more or less, to the West line of said Section 30; thence South (South 0°12'24" West highway bearing) Two Hundred Eighty-seven and Fifty-nine Hundredths (287.59) feet along said West 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.

Parcel No. JDR-Hy-40-19:28:2A contains a total of One (1.0) acre, more or less.

SCHEDULE B (Continued)

Legal Description (Continued):

ALSO,

PARCEL NO. JDR-Hy-40-19:28:3A (Fee Title)

A parcel of land for an access road and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot Four (4) of Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at the Northwest corner of said Lot 4; thence East (which equals highway bearing South 89°56'42" East) Twelve Hundred Eighty-five and Eighteen Hundredths (1285.18) feet, more or less, along said North line of said Lot 4 to a point Five Hundred Fifty-four and Eight Hundredths (554.08) feet radially distant northeasterly from the centerline of said project; thence South 25°57'16" West Three Hundred Seventy-three and Seventy-four Hundredths (373.74) feet to a point Two Hundred Sixty (260.0) feet radially distant northeasterly from said centerline at Engineer Station 654+00.00; thence southeasterly Five Hundred Fifty-eight and Nine Hundredths (558.09) feet along the arc of a Fifty-nine Hundred Eighty-nine and Fifty-eight Hundredths (5989.58)-foot radius curve to the right (Note: Tangent to said curve at its point of beginning bears South 24°50'19" East); thence South 70°30'00" West Seven Hundred Twenty (720.0) feet; thence northwesterly Five Hundred Fifty-four and Thirty-six Hundredths (554.36) feet along the arc of a Fifty-two Hundred Sixty-nine and Fifty-eight Hundredths (5269.58)-foot radius curve to the left, to a point Four Hundred Sixty (460.0) feet radially distant southwesterly from said centerline at Engineer Station 653+31.11 (Note: Tangent to said curve at its point of beginning bears North 19°30'00" West); thence South 43°15'00" West One Hundred Twenty-six and Fourteen Hundredths (126.14) feet; thence North 46°45'00" West One Hundred Fifty-four and Eighty-one Hundredths (154.81) feet; thence North 21°22'07" West Five Hundred Forty-four and Twelve Hundredths (544.12) feet; thence North 50°49'39" West Fifty-six and Sixty-two Hundredths (56.62) feet, more or less, to the West line of said Section 30; thence North (North 0°12'24" East highway bearing) Twenty-five and Seventy Hundredths (25.70) feet, more or less, along said West 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.

Parcel No. JDR-Hy-40-19:28:3A contains a total of Twenty-one and Thirty-two Hundredths (21.32) acres, more or less.

SCHEDULE B (Continued)

Legal Description (Continued):

ALSO,

PARCEL NO. JDR-Hy-40-19:29:A (Fee Title)

A parcel of land for an access road and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot Three (3) of Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at the West Quarter corner of said Section 30; thence East (which equals highway bearing South 89°57'35" East) Five Hundred Ninety-three and Twenty-seven Hundredths (593.27) feet, more or less, along the North line of said Lot Three (3) to a point Six Hundred Eighty (680.0) feet perpendicularly distant northeasterly from the centerline of said project; thence South 34°00'00" East Seven Hundred Eighteen and Fifty-nine Hundredths (718.59) feet, more or less, to a point of tangency with a Sixty-Four Hundred Nine and Fifty-eight Hundredths (6409.58)-foot radius curve to the right opposite Engineer Station 644+83.85; thence southeasterly Six Hundred Eighty-nine and Twenty-six Hundredths (689.26) feet along the arc of said curve; thence South 25°57'16" West One Hundred Fifty-six and Ninety-five Hundredths (156.95) feet to the South line of said Lot 3; thence West (North 89°56'42" West highway bearing) Twelve Hundred Eighty-five and Eighteen Hundredths (1285.18) feet, more or less, along said South line to the West line of said Lot 3; thence North (North 0°12'24" East highway bearing) Thirteen Hundred Twenty-seven and Eight Hundredths (1327.08) feet, more or less, along said West 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.

Parcel No. JDR-Hy-40-19:29:A contains a total of Thirty-one and Eighteen Hundredths (31.18) acres, more or less.

ALSO,

PARCEL NO. JDR-Hy-40-19:39:A (Fee Title)

A parcel of land for an access road and an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Lot Four (4) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty (30) and in Lot One (1) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Two (2) South, Range Five (5)

## SCHEDULE B (Continued)

Legal Description (Continued):

East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point Two Hundred Sixty (260.0) feet radially distant easterly from the centerline of said project at Engineer Station 658+00.00; said point of beginning is approximately Twelve Hundred Eighty-seven and Ninety-two Hundredths (1287.92) feet South 89°55'49" East and Six Hundred Six and Eight Hundredths (606.08) feet North 0°04'11" East from the Southwest corner of said Section 30; thence South 59°17'25" East Two Hundred Sixty-eight and Nineteen Hundredths (268.19) feet; thence South 19°30'00" East Five Hundred Sixty-one (561.0) feet; thence South 17°32'41" East Four Hundred Ninety-two (492.0) feet; thence South 13°41'12" East Seven Hundred Fourteen and Seventy-two Hundredths (714.72) feet; thence South 17°13'28" West Ninety-one and Seventy Hundredths (91.70) feet, more or less, to the South line of said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ); thence West (which equals highway bearing South 89°58'17" West) Six Hundred Two and Eleven Hundredths (602.11) feet to the Southeast corner of said Lot 1; thence West (South 89°58'17" West highway bearing) Two Hundred Ninety-five and Thirteen Hundredths (295.13) feet, more or less, along the South line of said Lot 1 to a point Fifty (50.0) feet perpendicularly distant westerly from the centerline of said access road known as "F" Line for said project; thence North 5°00'00" West Six Hundred Forty-three and Forty-four Hundredths (643.44) feet, more or less, to a point opposite "F" Line Engineer Station 110+48.00; thence North 4°30'00" West One Hundred and Eighty-seven Hundredths (100.87) feet; thence North 4°00'00" West Ninety-eight (98.0) feet; thence North 86°00'00" East Ninety-nine and Twenty-two Hundredths (99.22) feet; thence North 4°24'44" West One Hundred Ninety-five and Sixty-two Hundredths (195.62) feet to a point Two Hundred (200.0) feet perpendicularly distant westerly from the centerline of said project at Engineer Station 665+61.00; thence North 19°30'00" West Four Hundred Sixty-one (461.0) feet; thence North 76°55'11" West Three Hundred Eight and Fifty-five Hundredths (308.55) feet; thence North 70°30'00" East Seven Hundred Twenty (720.0) feet; thence northerly One Hundred Thirty-nine and Ninety-four Hundredths (139.94) feet along the arc of a Fifty-nine Hundred Eighty-nine and Fifty-eight Hundredths (5989.58)-foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears North 19°30'00" West) 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.

SCHEDULE B (Continued)

Legal Description (Continued):

Parcel No. JDR-Hy-40-19:39:A contains a total of Thirty-one and Thirty-eight Hundredths (31.38) acres, more or less.

Parcels Nos. JDR-Hy-40-19:13:A, 19:23:A, 19:26, 19:26:A, 19:28:A, 19:28:2A, 19:28:3A, 19:29:A, and 19:39:A contain a total of One Hundred Eighty-four and Five Hundredths (184.05) acres, more or less.

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

AND, ALSO,

Estate Taken as to Parcel No. JDR-Hy-40-19:39:ET:

A temporary easement upon Parcel No. JDR-Hy-40-19:39:ET for the purpose of constructing thereon a drainage facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-19.

Said temporary easement shall expire upon the completion of construction of the relocated U.S. Highway 40 and appurtenant parts thereof.

After said drainage facility and appurtenant parts thereof are constructed at the expense of the United States or its 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 drainage facility and appurtenant parts thereof.

Said temporary easement shall be 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 Defendants for the benefit of the United States, its contractors, employees, agents, and assigns.

The United States or its assigns, within the temporary easement area, 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 imposition of the temporary easement that are damaged or destroyed by construction of the relocated U.S. Highway 40 and appurtenant parts thereof; and (ii) the United States or its assigns will restore the easement area as near as practicable to



SCHEDULE B (Continued)

its original condition after construction of said U.S. Highway 40 and appurtenant parts thereof is completed.

The United States or its assigns will, if damage occurs to agricultural crops or livestock within the temporary easement area as a result of construction of the relocated U.S. Highway 40 and appurtenant parts thereof, make payment to the owner thereof on the basis of an appraisal approved by the United States or its assigns.

Subject to existing rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on, over, or across Parcel No. JDR-Hy-40-19:39:ET.

Also, save, excepting and reserving therefrom, all coal, oil, gas, and other mineral rights.

Legal Description:

PARCEL NO. JDR-Hy-40-19:39:ET (Temporary Easement)

A parcel of land in Lot Four (4) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty (30) and in Lot One (1) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point Four Hundred Sixty (460.0) feet perpendicularly distant southwesterly from the centerline of said project at Engineer Station P.T. 659+33.85; said point of beginning is approximately Six Hundred Fifty-seven and Ninety-two Hundredths (657.92) feet South 89°55'49" East and Two Hundred Thirty-three and Sixty-two Hundredths (233.62) feet North 0°04'11" East from the Southwest corner of said Section 30; thence South 76°55'11" East Thirty-nine and Forty-one Hundredths (39.41) feet; thence South 53°30'00" West One Hundred Sixty-five and Fifty-five Hundredths (165.55) feet; thence North 36°30'00" West Sixty (60.0) feet; thence North 53°30'00" East One Hundred Forty-seven and Forty-seven Hundredths (147.47) feet; thence South 22°30'50" East Thirty and Ninety-two Hundredths (30.92) feet to the point of beginning.

Parcel No. JDR-Hy-40-19:39:ET contains a total of Twenty Hundredths (0.20) of an acre, more or less.

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

SCHEDULE B (Continued)

AND, ALSO,

Estate Taken as to Parcels Nos. JDR-MFS-2(P), 6(P), 12(P), 14(P), 15(P), 16(P), 17(P), and 18(P):

A perpetual easement to construct, replace, repair, operate, protect, maintain and inspect underground natural gas pipelines and other appurtenant gas transmission and distribution facilities on, over, under, and across said parcels of land.

The United States, its contractors, employees, agents, and assigns, including Mountain Fuel Supply Company and its employees, agents, contractors, and assigns, shall have the right of ingress to and from the above-listed parcels of land to maintain, operate, repair, inspect, protect, and remove and replace the facilities, so long as the property shall be used for the stated purposes. Whenever feasible, ingress and egress to said lands shall be restricted to existing roads, trails, and other access routes. In the event there are no feasible existing access routes, ingress and egress shall be over routes mutually agreed upon by the parties.

The Defendants, their heirs, executors, personal representatives, administrators, successors and assigns shall not build or construct, nor permit to be built or constructed, any buildings, roadways, pipelines, ditches, or other improvements, nor bury any power or utility cables on, over, or across said land, nor change the contour thereof, without written permission of the United States and its assigns, including Mountain Fuel Supply Company and its assigns.

The Defendants, their heirs, executors, personal representatives, administrators, successors, and assigns, may retain possession of said property subject to the easement hereby taken, and shall have the right to use the same premises except for the purposes of this taking, provided such use does not interfere with the facilities or any other rights of the United States, its contractors, employees, agents, and assigns.

During temporary periods, the United States, its contractors, employees, agents, and assigns, including Mountain Fuel Supply Company and its employees, agents, contractors, and assigns, may use areas adjacent to the above-listed parcels of land, not to exceed 20 feet on either side of the perpetual easement area, as may be reasonably necessary in connection with the construction, maintenance, inspection, repair, removal, protection, or replacement of the facilities.

The Defendants, their heirs, executors, personal representatives, administrators, successors, and assigns shall not grant future easements to third parties on, over, or across the above-listed

SCHEDULE B (Continued)

parcels of land without the prior written approval of the United States or its assigns, including Mountain Fuel Supply Company and its assigns.

The perpetual easement over the above-listed parcels, including the provisions pertaining thereto, shall be freely transferable and assignable and shall constitute a covenant running with the land, binding upon the heirs, executors, personal representatives, administrators, successors and assigns of the Defendants, for the benefit of the United States, its contractors, employees, agents, and assigns.

The perpetual easement shall be subject to any coal, oil, gas, and other mineral rights owned by the Defendants or reserved to or outstanding in third parties as of the date of the taking; also subject to rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said lands in existence on such date.

The United States or its assigns, within the perpetual easement area, 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 this taking, that are damaged or destroyed by construction, maintenance, operation, or replacement of the Mountain Fuel Supply Company natural gas pipeline and appurtenant structures; and (ii) the United States or its assigns will restore the perpetual easement area as near as practicable to its original condition after construction of said natural gas pipeline is completed.

If damage occurs to agricultural crops or livestock within the perpetual easement area as a result of construction, operation, or maintenance of the Mountain Fuel Supply Company natural gas pipeline and appurtenant structures, 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.

Legal Description:

PARCEL NO. JDR-MFS-2(P) (Perpetual Easement)

A parcel of land lying in Sections Seven (7) and Eighteen (18), Township Two (2) South, Range Five (5) East, and in Section Thirteen (13), Township Two (2) South, Range Four (4) East, all in Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point North Twenty-six Hundred Sixty-nine and Thirty-three Hundredths (2669.33) feet and West Twenty-six

## SCHEDULE B (Continued)

Legal Description (Continued):

Hundred Ninety-seven and Sixty-nine Hundredths (2697.69) feet from the Southeast corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on Defendants' East property line; thence Southwesterly on a Five Hundred Twenty-two and Ninety-five Hundredths (522.95)-foot radius curve to the left along said property line for a distance of Seventy-six and Five Hundredths (76.05) feet; thence North  $87^{\circ}41'27''$  West Thirty-three and Ninety-four Hundredths (33.94) feet; thence Southwesterly on a Five Hundred Forty-seven and Ninety-five Hundredths (547.95)-foot radius curve to the left, the radius point of which bears South  $45^{\circ}12'29''$  East for a distance of Two Hundred Seventy-seven and Forty-five Hundredths (277.45) feet; thence South  $15^{\circ}46'51''$  West One Hundred Sixty-one and Eighty Hundredths (161.80) feet; thence on a curve to the right with a radius of Nine Hundred Seventy-nine and Ninety-three Hundredths (979.93) feet and a central angle of  $21^{\circ}28'00''$  for a distance of Three Hundred Sixty-five and Eleven Hundredths (365.11) feet; thence South  $37^{\circ}14'51''$  West One Hundred Twenty-four and Sixty Hundredths (124.60) feet; thence on a curve to the left with a radius of Nine Hundred Twenty-nine and Ninety-three Hundredths (929.93) feet and a central angle of  $20^{\circ}31'00''$  for a distance of Three Hundred Thirty-two and Ninety-five Hundredths (332.95) feet; thence South  $16^{\circ}43'51''$  West Three Hundred Fourteen and Forty Hundredths (314.40) feet; thence on a curve to the right with a radius of Eight Hundred Forty-three and Fifty-one Hundredths (843.51) feet and a central angle of  $25^{\circ}50'00''$  for a distance of Three Hundred Eighty and Twenty-seven Hundredths (380.27) feet; thence South  $42^{\circ}13'51''$  West Three Hundred Thirty-three (333.0) feet; thence on a curve to the left with a radius of Five Hundred Forty-seven and Ninety-five Hundredths (547.95) feet and a central angle of  $39^{\circ}57'00''$  for a distance of Three Hundred Eighty-two and Seven Hundredths (382.07) feet; thence South  $02^{\circ}16'51''$  West Seventy-nine and Fifty Hundredths (79.50) feet; thence on a curve to the right with a radius of Five Hundred Ninety-eight (598.0) feet and a central angle of  $66^{\circ}43'00''$  for a distance of Six Hundred Ninety-six and Thirty-one Hundredths (696.31) feet; thence South  $68^{\circ}59'51''$  West Forty-seven (47.0) feet; thence on a curve to the left with a radius of Five Hundred Forty-eight (548.0) feet and a central angle of  $35^{\circ}52'00''$  for a distance of Three Hundred Forty-three and Five Hundredths (343.05) feet; thence South  $33^{\circ}07'39''$  West Two Hundred Twelve and Thirty Hundredths (212.30) feet;

## SCHEDULE B (Continued)

Legal Description (Continued):

thence on a curve to the right with a radius of Nineteen Hundred Thirty-four and Eighty Hundredths (1934.80) feet and a central angle of  $12^{\circ}30'00''$  for a distance of Four Hundred Twenty-one and Ninety-five Hundredths (421.95) feet; thence South  $45^{\circ}37'21''$  West One Hundred Seventy and Ninety Hundredths (170.90) feet; thence on a curve to the left with a radius of Fourteen Hundred Seven and Forty Hundredths (1407.40) feet and a central angle of  $13^{\circ}08'00''$  for a distance of Three Hundred Twenty-two and Sixty-three Hundredths (322.63) feet; thence South  $32^{\circ}29'26''$  West Nine Hundred Fifty and Fifty Hundredths (950.50) feet; thence on a curve to the left with a radius of Nine Hundred Twenty-nine and Ninety Hundredths (929.90) feet and a central angle of  $17^{\circ}47'00''$  for a distance of Two Hundred Eighty-eight and Fifty-seven Hundredths (288.57) feet; thence South  $14^{\circ}42'24''$  West Two Hundred Forty-seven and Forty Hundredths (247.40) feet; thence on a curve to the left with a radius of Nine Hundred Twenty-nine and Ninety Hundredths (929.90) feet and a central angle of  $24^{\circ}00'00''$  for a distance of Three Hundred Eighty-nine and Fifty-seven Hundredths (389.57) feet; thence South  $09^{\circ}17'13''$  East Two Hundred Seventy-six and Eighty Hundredths (276.80) feet; thence on a curve to the right with a radius of Five Hundred Ninety Eight (598.0) feet and a central angle of  $67^{\circ}42'00''$  for a distance of Seven Hundred Six and Fifty-six Hundredths (706.56) feet; thence South  $58^{\circ}24'24''$  West Two Hundred Seventy-six and Sixty Hundredths (276.60) feet; thence on a curve to the left with a radius of Five Hundred Forty-eight (548.0) feet and a central angle of  $115^{\circ}06'00''$  for a distance of Eleven Hundred and Seventy-three Hundredths (1100.73) feet; thence South  $56^{\circ}41'36''$  East Fifty-one and Eighty-one Hundredths (51.81) feet; thence South  $42^{\circ}22'50''$  West Three Hundred Eighty-two and Nine Hundredths (382.09) feet, to the Defendants' South property line; thence along said property line South  $87^{\circ}55'17''$  West Seventy and Seventy Hundredths (70.70) feet; thence North  $42^{\circ}22'50''$  East Three Hundred Seventy-three and Forty-four Hundredths (373.44) feet; thence Northwesterly on a Five Hundred Ninety-eight (598.0)-foot radius curve to the right, the radius point of which bears North  $33^{\circ}57'09''$  East for a distance of Eleven Hundred Ninety-four and Thirty-five Hundredths (1194.35) feet; thence North  $58^{\circ}24'24''$  East Two Hundred Seventy-six and Sixty Hundredths (276.60) feet; thence on a curve to the left with a radius of Five Hundred Forty-eight (548.0) feet and a central angle of  $67^{\circ}42'00''$  for a distance of Six Hundred Forty-seven and Forty-eight Hundredths (647.48) feet; thence North  $09^{\circ}17'13''$  West Two Hundred Seventy-six and Eighty Hundredths (276.80) feet;

## SCHEDULE B (Continued)

Legal Description (Continued):

thence on a curve to the right with a radius of Nine Hundred Seventy-nine and Ninety Hundredths (979.90) feet and a central angle of 24°00'00" for a distance of Four Hundred Ten and Fifty-two Hundredths (410.52) feet; thence North 14°42'24" East Two Hundred Forty-seven and Forty Hundredths (247.40) feet; thence on a curve to the right with a radius of Nine Hundred Seventy-nine and Ninety Hundredths (979.90) feet and a central angle of 17°47'00" for a distance of Three Hundred Four and Eight Hundredths (304.08) feet; thence North 32°29'26" East Nine Hundred Fifty and Fifty Hundredths (950.50) feet; thence on a curve to the right with a radius of Fourteen Hundred Fifty-seven and Forty Hundredths (1457.40) feet and a central angle of 13°08'00" for a distance of Three Hundred Thirty-four and Nine Hundredths (334.09) feet; thence North 45°37'21" East One Hundred Seventy and Ninety Hundredths (170.90) feet; thence on a curve to the left with a radius of Eighteen Hundred Eighty-four and Ninety Hundredths (1884.90) feet and a central angle of 12°30'00" for a distance of Four Hundred Eleven and Four Hundredths (411.04) feet; thence North 33°07'39" East Two Hundred Twelve and Thirty Hundredths (212.30) feet; thence on a curve to the right with a radius of Five Hundred Ninety-eight (598.0) feet and a central angle of 35°52'00" for a distance of Three Hundred Seventy-four and Thirty-five Hundredths (374.35) feet; thence North 68°59'51" East Forty-seven (47.0) feet; thence on a curve to the left with a radius of Five Hundred Forty-eight (548.0) feet and a central angle of 66°43'00" for a distance of Six Hundred Thirty-eight and Nine Hundredths (638.09) feet; thence North 02°16'51" East Seventy-nine and Fifty Hundredths (79.50) feet; thence on a curve to the right with a radius of Five Hundred Ninety-seven and Ninety-five Hundredths (597.95) feet and a central angle of 39°57'00" for a distance of Four Hundred Sixteen and Ninety-three Hundredths (416.93) feet; thence North 42°13'51" East Three Hundred Thirty-three (333.0) feet; thence on a curve to the left with a radius of Seven Hundred Ninety-three and Fifty-one Hundredths (793.51) feet and a central angle of 25°50'00" for a distance of Three Hundred Fifty-seven and Seventy-three Hundredths (357.73) feet; thence North 16°43'51" East Three Hundred Fourteen and Forty Hundredths (314.40) feet; thence on a curve to the right with a radius of Nine Hundred Seventy-nine and Ninety-three Hundredths (979.93) feet and a central angle of 20°31'00" for a distance of Three Hundred Fifty and Eighty-five Hundredths (350.85) feet; thence North 37°14'51" East One Hundred Twenty-four and Sixty Hundredths (124.60) feet; thence on a curve to the left with a radius

SCHEDULE B (Continued)

Legal Description (Continued):

of Nine Hundred Twenty-nine and Ninety-three Hundredths (929.93) feet and a central angle of 21°28'00" for a distance of Three Hundred Forty-six and Forty-eight Hundredths (346.48) feet; thence North 15°46'51" East One Hundred Sixty-one and Eighty Hundredths (161.80) feet; thence on a curve to the right with a radius of Five Hundred Ninety-seven and Ninety-five Hundredths (597.95) feet and a central angle of 31°12'46" for a distance of Three Hundred Twenty-five and Forty-seven Hundredths (325.47) feet; thence South 87°41'27" East One Hundred Thirteen and Twenty Hundredths (113.20) feet to the point of beginning.

Parcel No. JDR-MFS-2(P) contains a total of Eleven and Seventeen Hundredths (11.17) acres, more or less.

ALSO,

PARCEL NO. JDR-MFS-6(P) (Perpetual Easement)

A parcel of land located in Section Twenty-four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point North Twenty-three Hundred Eighty-one and One Hundredth (2381.01) feet and East Three Hundred Eleven and Fifty-eight Hundredths (311.58) feet from the South Quarter (S¼) corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on Defendant's North property line; thence South 25°36'08" East Eighteen and Eighty-eight Hundredths (18.88) feet; thence South 25°26'47" East One Hundred Thirty-nine and Forty-eight Hundredths (139.48) feet to the Defendants' East property line; thence South 10°11'00" East One Hundred Eighty-nine and Ninety-one Hundredths (189.91) feet along the property line; thence North 25°26'47" West Three Hundred Twenty-two and Thirty-six Hundredths (322.36) feet; thence North 25°36'08" West Eighteen and Three Hundredths (18.03) feet to Defendants' North property line; thence North 63°30'00" East Fifty (50.0) feet along the property line to the point of beginning.

Parcel No. JDR-MFS-6(P) contains a total of Twenty-nine Hundredths (0.29) of an acre, more or less.

ALSO,

SCHEDULE B (Continued)

Legal Description (Continued):

PARCEL NO. JDR-MFS-12(P) (Perpetual Easement)

A parcel of land lying in Section Twenty-five (25), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point North Fifteen Hundredths (0.15) of a foot and West Ten Hundred Eighty-five and Sixty-four Hundredths (1085.64) feet from the Northeast corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on Defendants' North property line; thence South 09°40'04" East Five Hundred One and Forty-two Hundredths (501.42) feet; thence South 22°40'08" East Four Hundred Ninety-four and Twenty-two Hundredths (494.22) feet; thence South 41°54'53" East Nine Hundred Fifty (950.0) feet to Defendants' South property line; thence along side property line South 89°55'41" West Sixty-seven and Ten Hundredths (67.10) feet; thence North 41°54'53" West Nine Hundred Thirteen and Forty-two Hundredths (913.42) feet; thence North 22°40'08" West Five Hundred Eight and Thirty-nine Hundredths (508.39) feet; thence North 09°40'04" West Five Hundred Fifteen and Sixty-six Hundredths (515.66) feet to Defendants' North property line; thence along said property line East Fifty and Seventy-five Hundredths (50.75) feet to the point of beginning.

Parcel No. JDR-MFS-12(P) contains a total of Two and Twenty-three Hundredths (2.23) acres, more or less.

ALSO,

PARCEL NO. JDR-MFS-14(P) (Perpetual Easement)

A parcel of land lying in Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point North Eight Hundred Seven and Seventeen Hundredths (807.17) feet and East Three and Thirty-one Hundredths (3.31) feet from the West Quarter (W $\frac{1}{4}$ ) corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on Defendants' West property line; thence South 41°54'53" East Four Hundred Ninety-four and Fourteen Hundredths (494.14) feet to Defendants' East property line; thence along said property line South 00°00'55" West Seventy-four and Eighty-two Hundredths



## SCHEDULE B (Continued)

Legal Description (Continued):

(74.82) feet; thence North 41°54'53" West Four Hundred Ninety-four and Fifty-seven Hundredths (494.57) feet to said Defendants' West property line; thence North 00°14'18" East Seventy-four and Forty-two Hundredths (74.42) feet along the property line to the point of beginning.

Parcel No. JDR-MFS-14(P) contains a total of Fifty-seven Hundredths (0.57) of an acre, more or less.

ALSO,

PARCEL NO. JDR-MFS-15(P) (Perpetual Easement)

A parcel of land lying in Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point North Twenty-four Hundred Thirty-three and Fourteen Hundredths (2433.14) feet and East Seven Hundred Fifty-one and Forty-eight Hundredths (751.48) feet from the Southwest corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on the East N/A Right-of-Way line of U.S. Highway 40; thence North 52°38'29" West Two Hundred Fifty-eight and Thirty-four Hundredths (258.34) feet; thence North 24°50'46" West Sixty-nine and Ninety-three Hundredths (69.93) feet to the East N/A Right-of-Way line of U.S. Highway 40; thence along said line South 89°57'36" East Fifty-five and Nine Hundredths (55.09) feet; thence South 24°50'46" East Thirty-four and Thirty-six Hundredths (34.36) feet; thence South 52°38'29" East Ninety-seven and Seventy Hundredths (97.70) feet to the East N/A Right-of-Way line of U.S. Highway 40; thence along said line South 34°00'12" East One Hundred Fifty-six and Fifty-seven Hundredths (156.57) feet to the point of beginning.

Parcel No. JDR-MFS-15(P) contains a total of Twenty-six Hundredths (0.26) of an acre, more or less.

ALSO,

PARCEL NO. JDR-MFS-16(P) (Perpetual Easement)

A parcel of land lying in Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

## SCHEDULE B (Continued)

Legal Description (Continued):

Beginning at a point North Twenty-four Hundred Thirty-three and Fourteen Hundredths (2433.14) feet and East Seven Hundred Fifty-one and Forty-eight Hundredths (751.48) feet from the Southwest corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on the East N/A Right of Way line of U.S. Highway 40; thence along said line North  $34^{\circ}00'12''$  West One Hundred Fifty-six and Fifty-seven Hundredths (156.57) feet; thence South  $52^{\circ}38'29''$  East Six Hundred Twelve and Thirty-five Hundredths (612.35) feet; thence South  $25^{\circ}55'06''$  East Five Hundred Thirty-three and Forty-four Hundredths (533.44) feet to the West line of an existing Thirty (30.0)-foot Mountain Fuel Supply Company Right-of-Way; thence along said Right-of-Way line South  $17^{\circ}33'30''$  West Forty-five and Sixty-nine Hundredths (45.69) feet; thence continuing along said Right-of-Way line South  $04^{\circ}39'30''$  West Thirty-six and Forty-three Hundredths (36.43) feet; thence North  $25^{\circ}55'06''$  West Five Hundred Eighty-six and Seven Hundredths (586.07) feet; thence North  $52^{\circ}38'29''$  West Four Hundred Fifty-one and Seventy-six Hundredths (451.76) feet to the point of beginning.

Parcel No. JDR-MFS-16(P) contains a total of One and Twenty-five Hundredths (1.25) acres, more or less.

ALSO,

Parcel NO. JDR-MFS-17(P) (Perpetual Easement)

A parcel of land lying in Section Thirty (30), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point South Five and Ninety-eight Hundredths (5.98) feet and East Ten Hundred Eighteen and Fifty-two Hundredths (1018.52) feet from the Southwest corner of Section 30, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on the West N/A Right-of-Way line of U.S. Highway 40; thence North  $07^{\circ}33'52''$  East One Hundred Fifty-nine and Fifty-two Hundredths (159.52) feet; thence North  $28^{\circ}27'55''$  East Five Hundred Ten and Fourteen Hundredths (510.14) feet to the West line of an existing Thirty (30.0)-foot Mountain Fuel Supply Company Right-of-Way; thence along said Right-of-Way line South  $04^{\circ}39'30''$  West Twenty-five and Thirty-one Hundredths (25.31) feet; thence continuing along said line South  $06^{\circ}46'00''$  West One Hundred Seven and Sixty-three Hundredths (107.63) feet; thence South  $28^{\circ}27'55''$  West Three Hundred Seventy-seven and

## SCHEDULE B (Continued)

Legal Description (Continued):

Seventy-five Hundredths (377.75) feet; thence South 07°33'52" West Two Hundred Forty-eight and Twenty-four Hundredths (248.24) feet to the West N/A Right-of-Way line of U.S. Highway 40; thence along said line North 19°30'00" West One Hundred Nine and Ninety Hundredths (109.90) feet to the point of beginning.

Parcel No. JDR-MFS-17(P) contains a total of Seventy-four Hundredths (0.74) of an acre, more or less.

ALSO,

PARCEL NO. JDR-MFS-18(P) (Perpetual Easement)

A parcel of land lying in Section Thirty-one (31), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point South Thirteen Hundred Eleven and Twenty-six Hundredths (1311.26) feet and East Eight Hundred Eighty-seven and Seventy-four Hundredths (887.74) feet from the Northwest corner of Section 31, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point being on Defendants' South property line; thence South 89°51'43" West Fifty-one and Thirty-three Hundredths (51.33) feet along the property line; thence North 12°54'43" East Ninety-three and Seventeen Hundredths (93.17) feet; thence North 07°33'52" East Twelve Hundred Twenty-five and Eighteen Hundredths (1225.18) feet to a point on the West N/A Right-of-Way line of U.S. Highway 40; thence South 19°30'00" East One Hundred Nine and Ninety Hundredths (109.90) feet along said Right-of-Way line; thence South 07°33'52" West Eleven Hundred Twenty-nine and Sixty-six Hundredths (1129.66) feet; thence South 12°54'43" West Eighty-three and Seventy-nine Hundredths (83.79) feet to the point of beginning.

Parcel No. JDR-MFS-18(P) contains a total of One and Forty-five Hundredths (1.45) acres, more or less.

Parcels Nos. JDR-MFS-2(P), 6(P), 12(P), 14(P), 15(P), 16(P), 17(P), and 18(P) contain a total of Seventeen and Ninety-six Hundredths (17.96) acres, more or less.

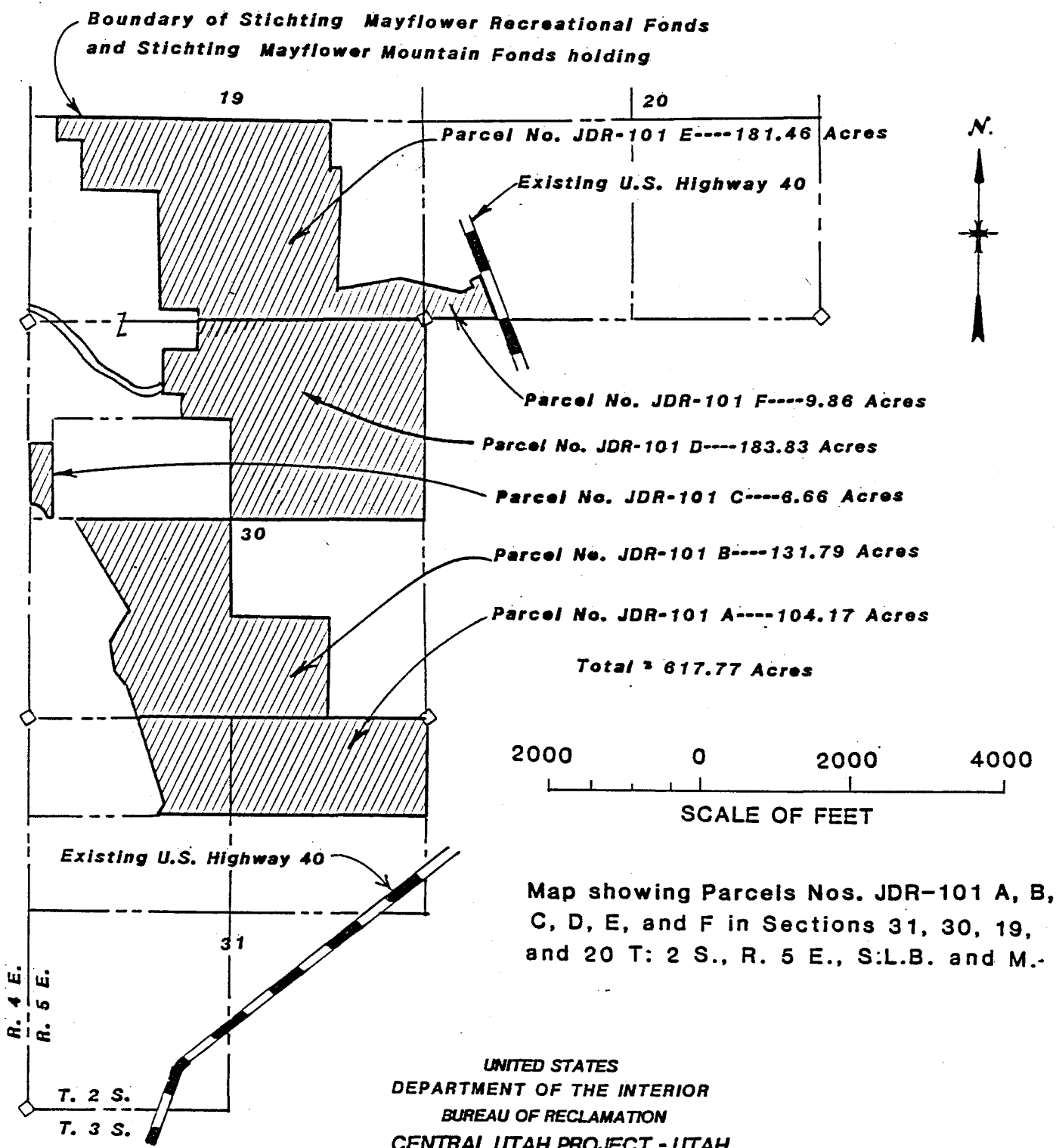
(Note: All highway bearings in the above descriptions are based on the Utah State Plane Coordinate System.)

ATTACHMENT NO. 1 TO SCHEDULE B

ALL PERSONS, FIRMS, AND CORPORATIONS KNOWN TO THE PLAINTIFF TO HAVE OR CLAIM AN INTEREST IN THE PROPERTY:

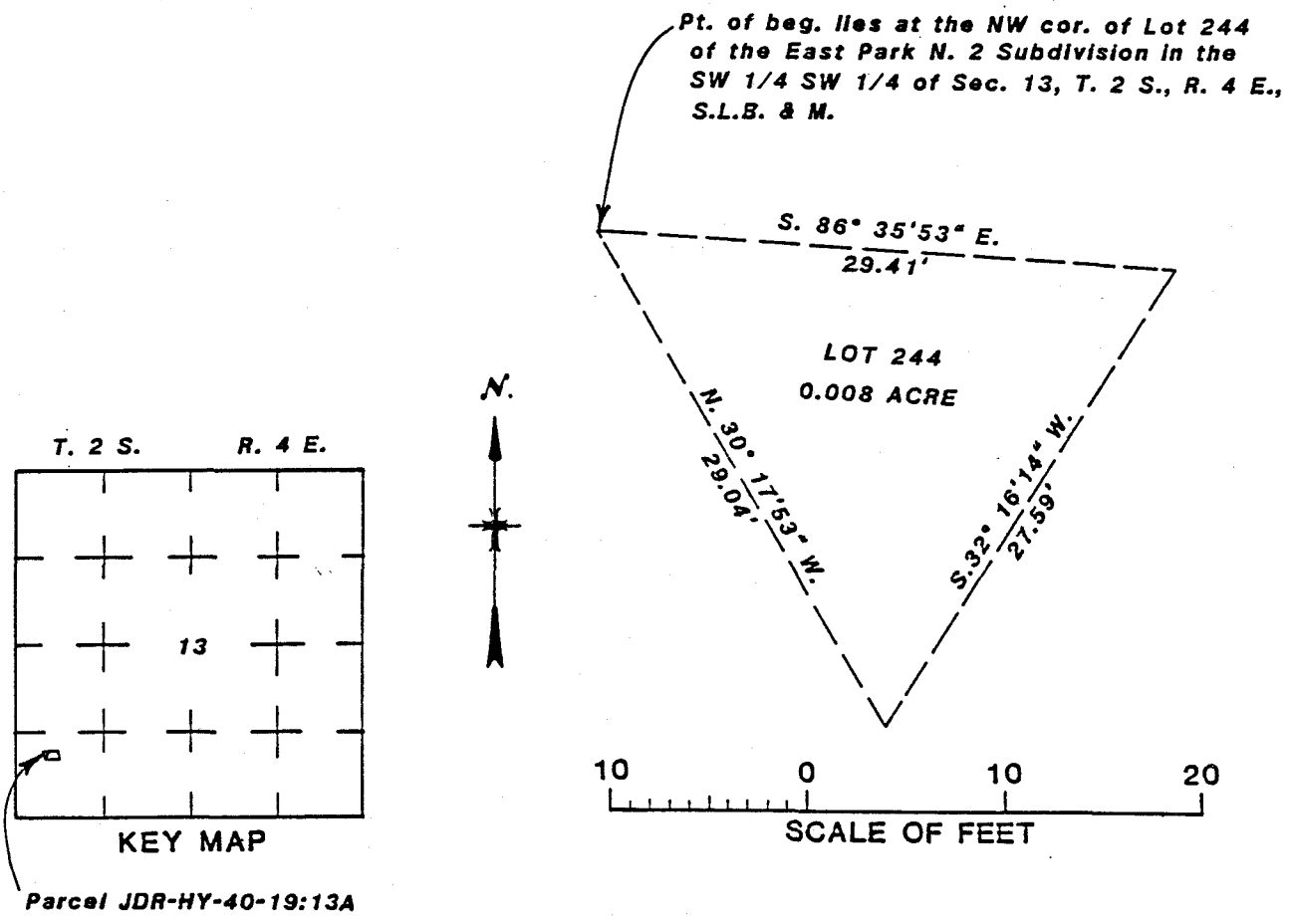
1. Cooperatieve Centrale Raiffeisen-Boerenleenbank  
245 Park Avenue  
New York, New York 10167
2. Deer Valley Resort  
P.O. Box 889  
Park City, Utah 84060
3. First Security Bank  
405 South Main  
Salt Lake City, Utah 84111
4. Greater Park City Company  
NO LISTING
5. MAYFINANCE C.V.  
% Arie C. Bogerd  
Postbus 100  
4140 A.C.  
Leerdam, Netherlands
6. Neihart Corporation  
G.E. Olson Corporation  
4317 South West 21st Street  
Oklahoma City, Oklahoma 73108
7. Royal Street Land Company  
P.O. Box 889  
Park City, Utah 84060
8. STICHTING TER BEHERTINGING VAN DE BELANGEN VAN BELEGGERS IN HET MAYFLOWERPROJECT  
Postbus 100  
4140 A.C.  
Leerdam, Netherlands
9. Wasatch County Planning Commission  
Wasatch County Courthouse  
Heber City, Utah 84032
10. Wells Fargo Bank  
475 Sansom Street  
8th Floor - Legal Department  
San Francisco, California 94111

**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



**PARCELS NOS. JDR - 101 A, B, C, D, E, AND F  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS , et al.  
(617.77 ACRES)**

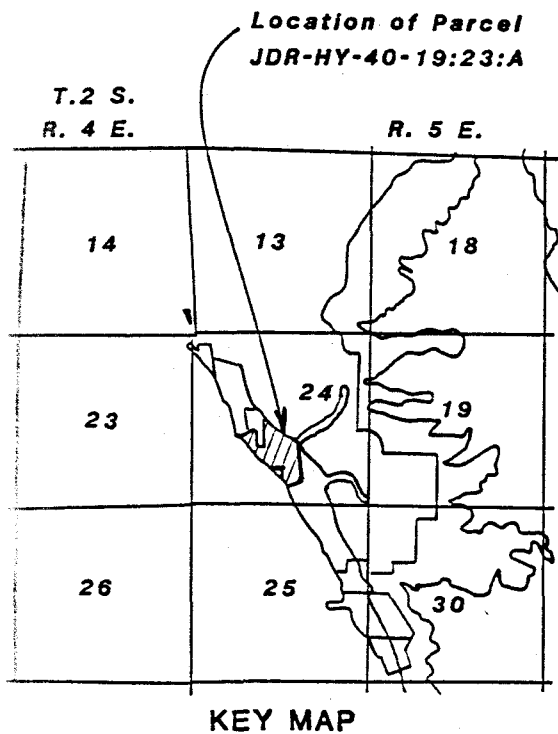
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT



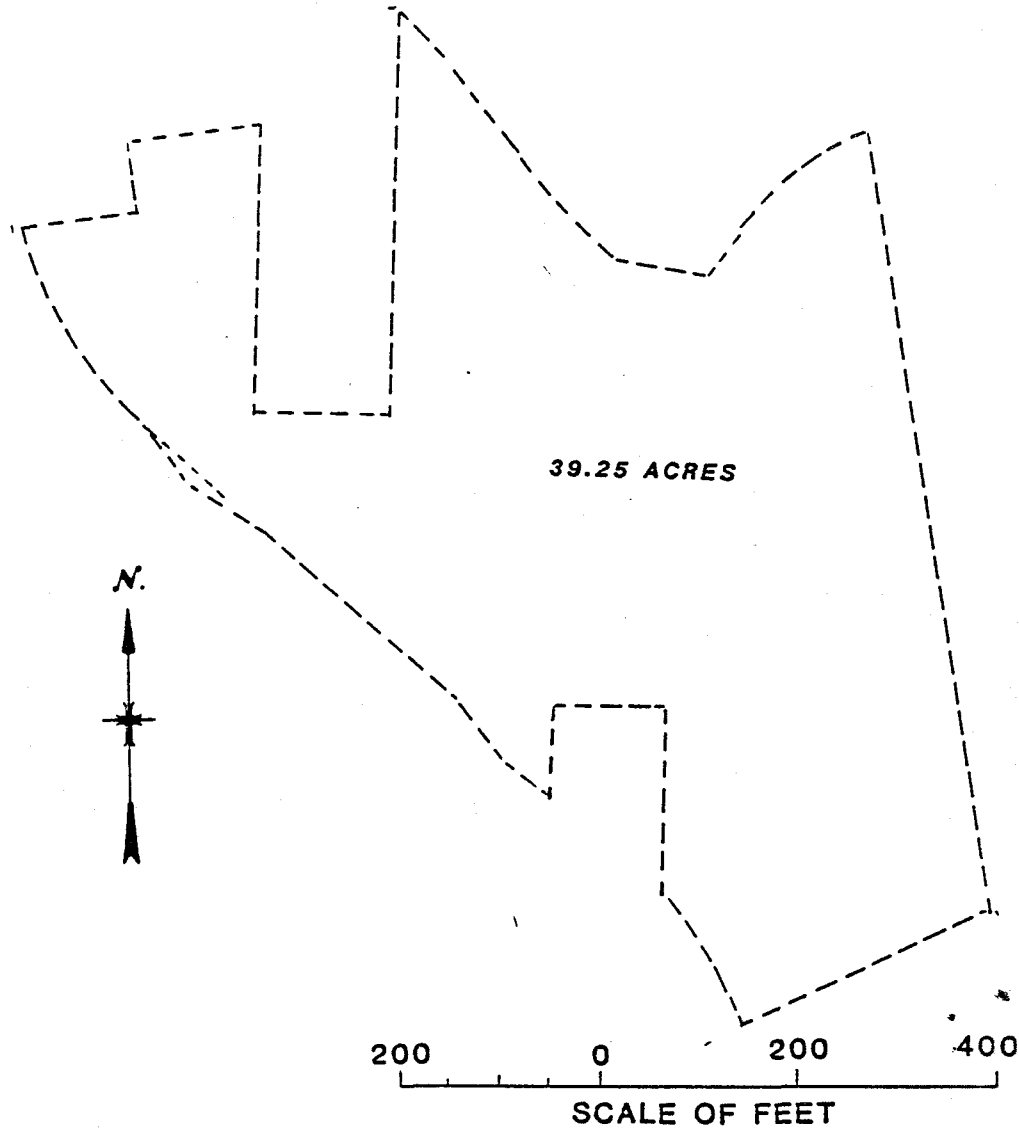
Map showing Parcel No. JDR-HY-40-19:13A  
in Section 13 T. 2 S., R. 4 E., S.L.B. & M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:13A  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(0.008 OF AN ACRE)

**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



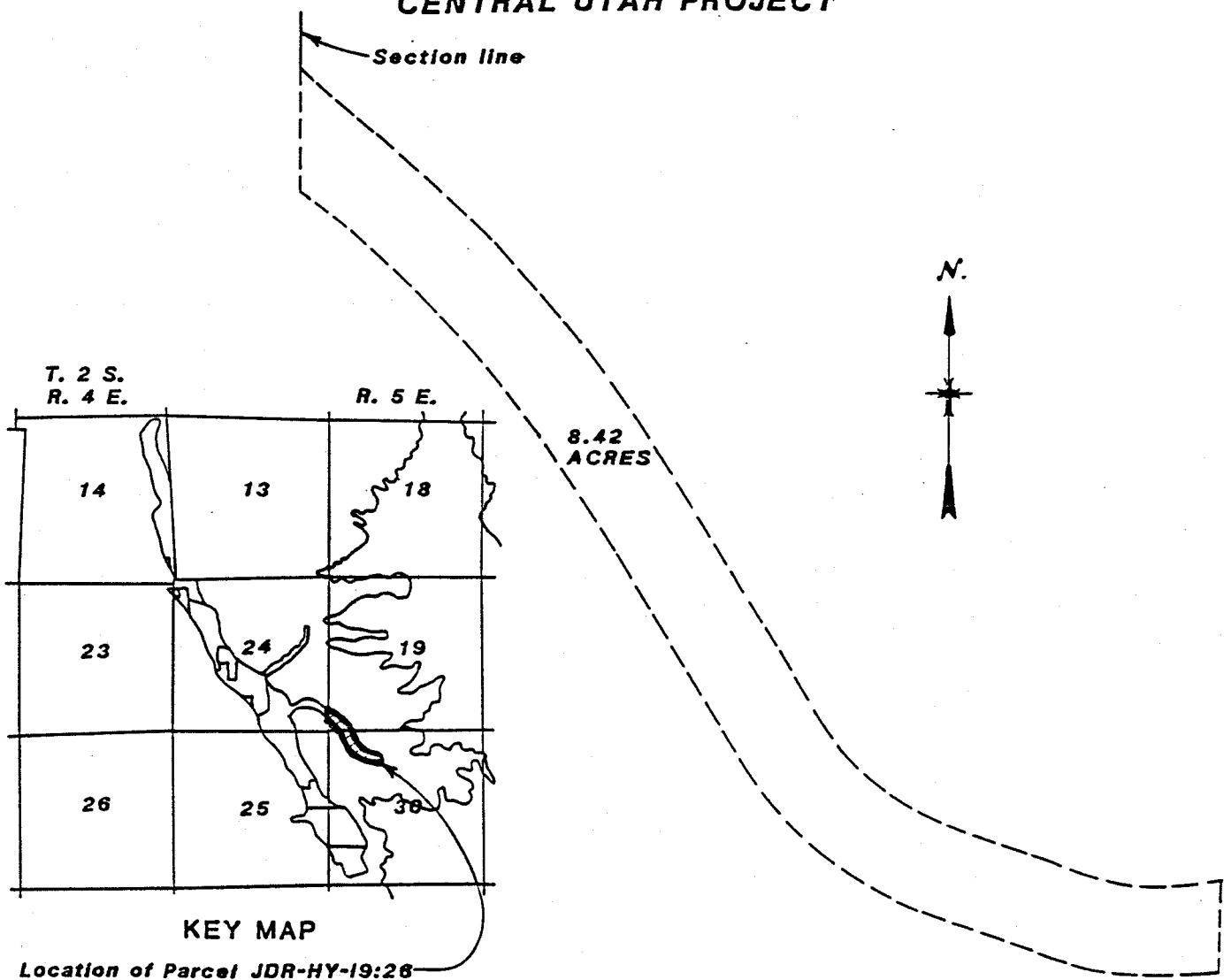
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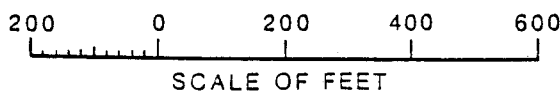
**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:23:A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS , et al.**

**SCHEDULE C**

**JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



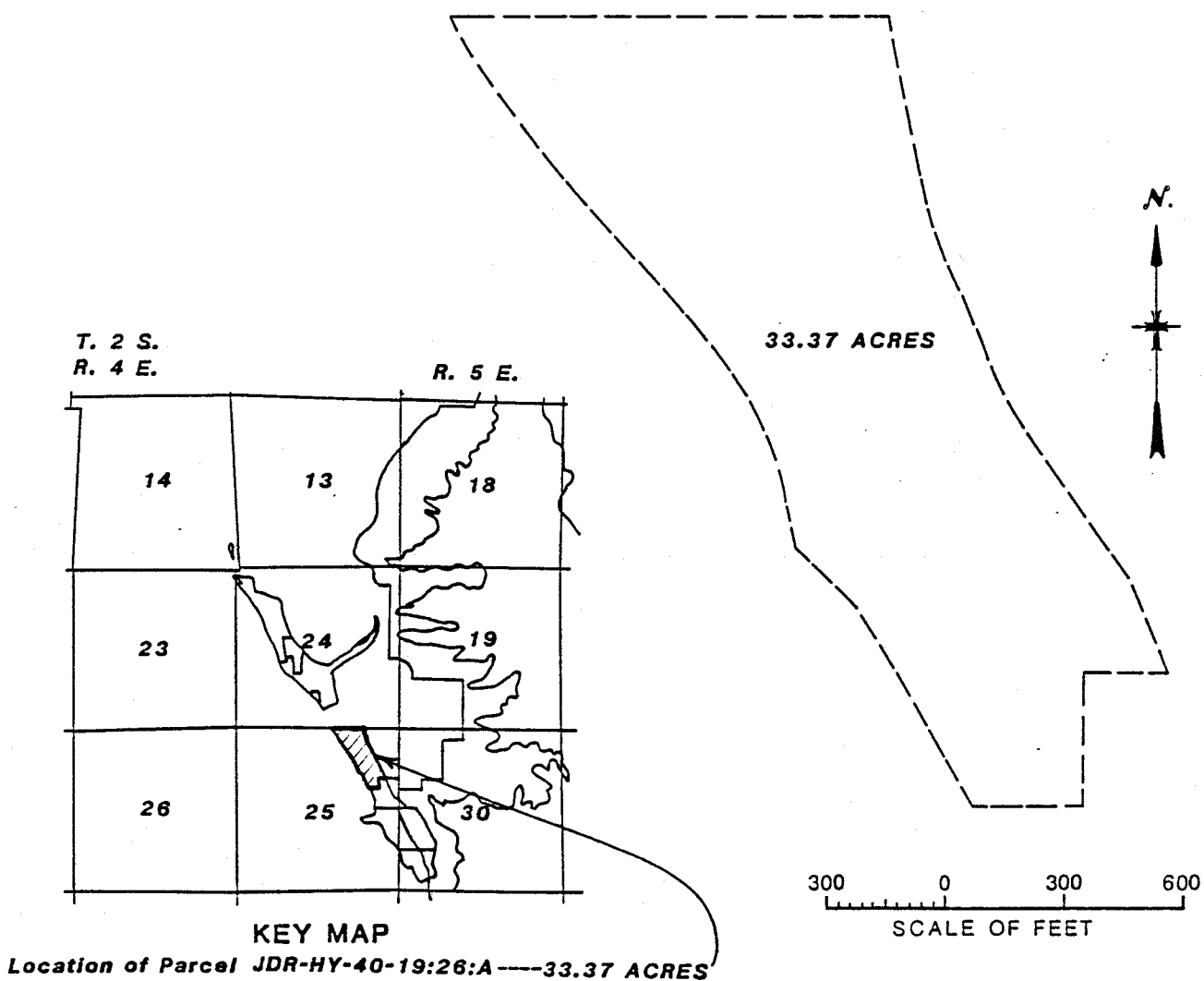
Map showing Parcel No. JDR-HY-40-19:26  
in Sections 19 and 30 T. 2 S., R. 5 E.,  
S.L.B. & M.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:26  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(8.42 ACRES)



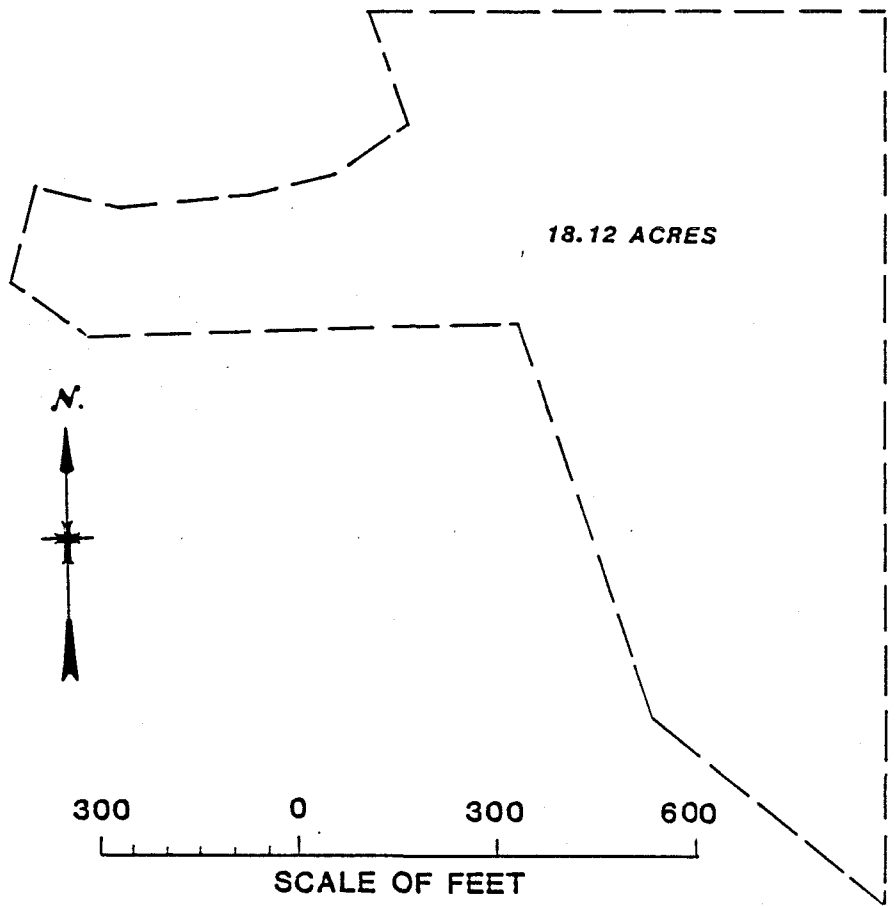
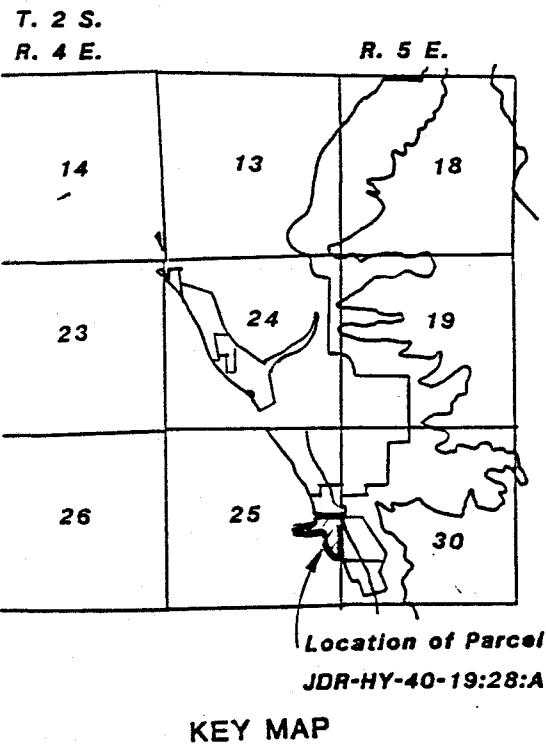
**SCHEDULE C**  
**JORDANELLE DAM AND RESERVIOR**  
**RELOCATION OF U.S. HIGHWAY 40**  
**BONNEVILLE UNIT**  
**CENTRAL UTAH PROJECT**



Map showing Parcel No. JDR-HY-40-19:26:A  
in Section 25, T.2 S., R. 4 E., S.L.B. & M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
  
PARCEL NO. JDR-HY-40-19:26:A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(33.37 ACRES)

**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**

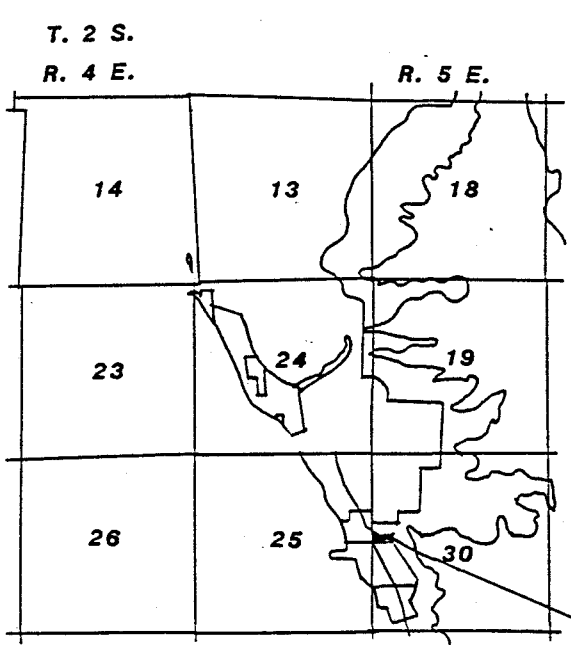


Map showing Parcel No.  
JDR-HY-40-19:28:A in  
Section 25 T. 2 S., R. 4 E.,  
S.L.B. & M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:28:A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS , et al.  
(18.12 ACRES)

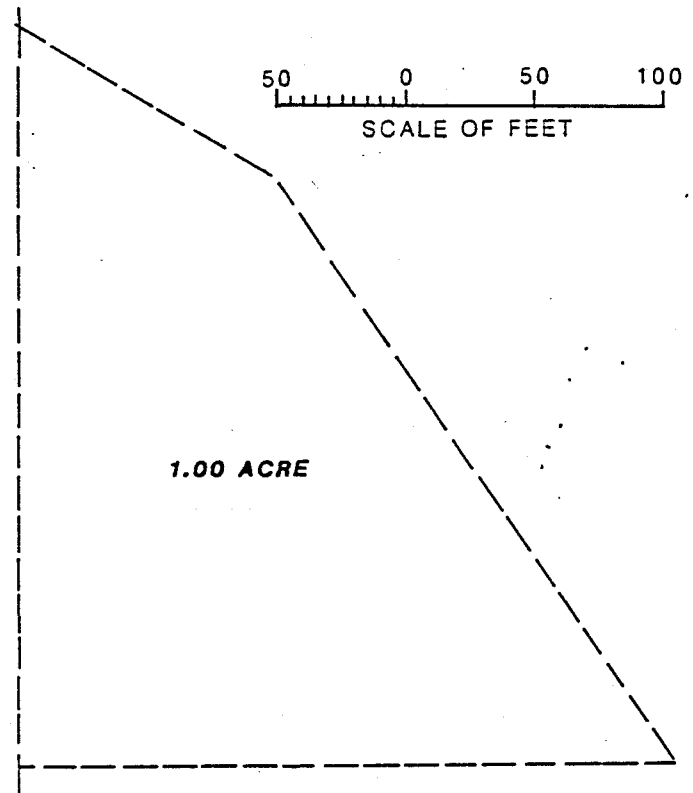
191

**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



**KEY MAP**

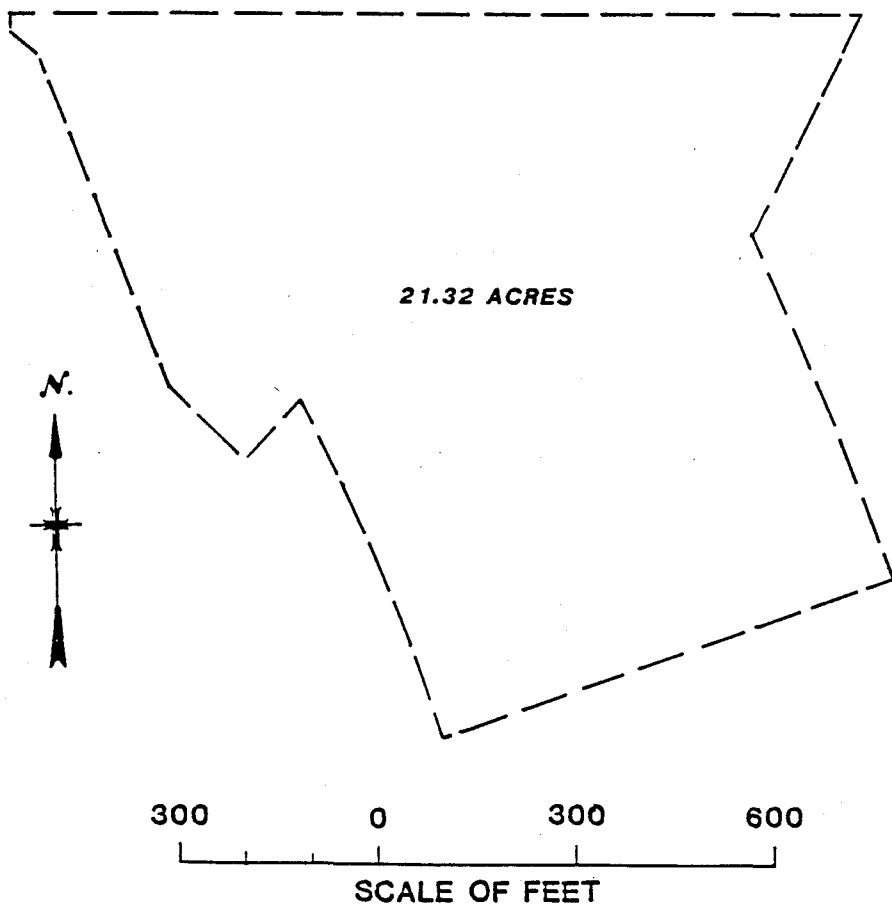
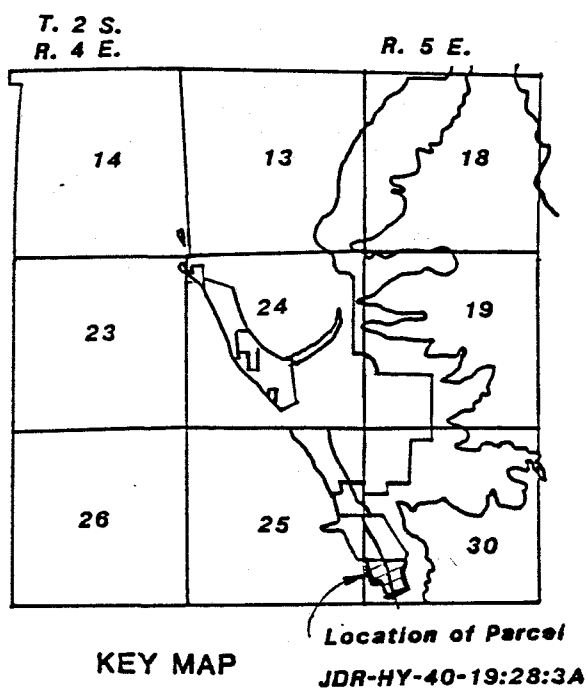
Location of Parcel  
JDR-HY-40-19:28:2A



Map showing Parcel No. JDR-HY-40-19:28:2A  
in Section 30 T. 2 S., R. 5 E., S.L.B. & M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:28:2A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(1.00 ACRE).

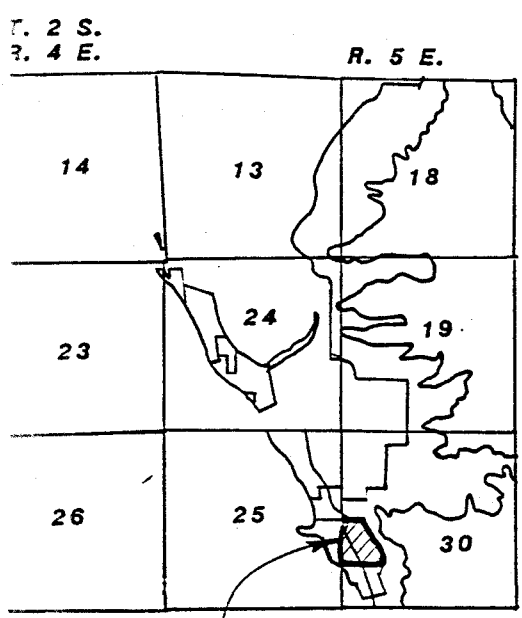
**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



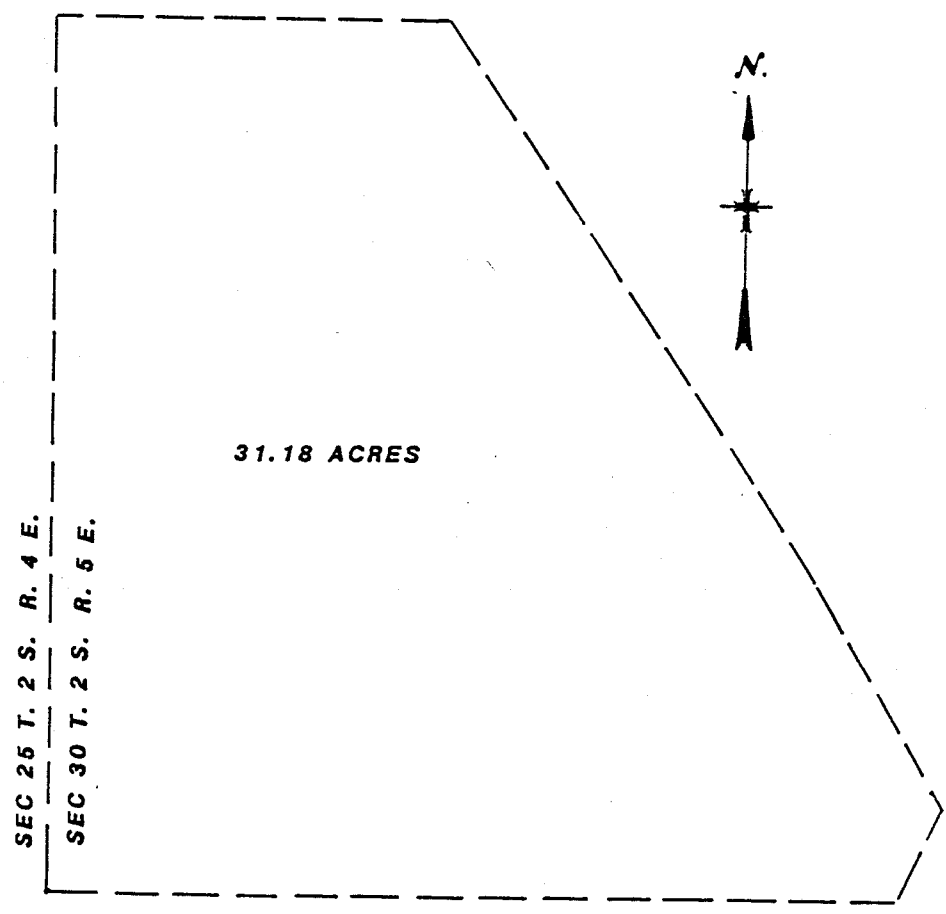
Map showing Parcel No.  
JDR-HY-40-19:28:3A

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT - UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:28:3A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(21.32 ACRES)

**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



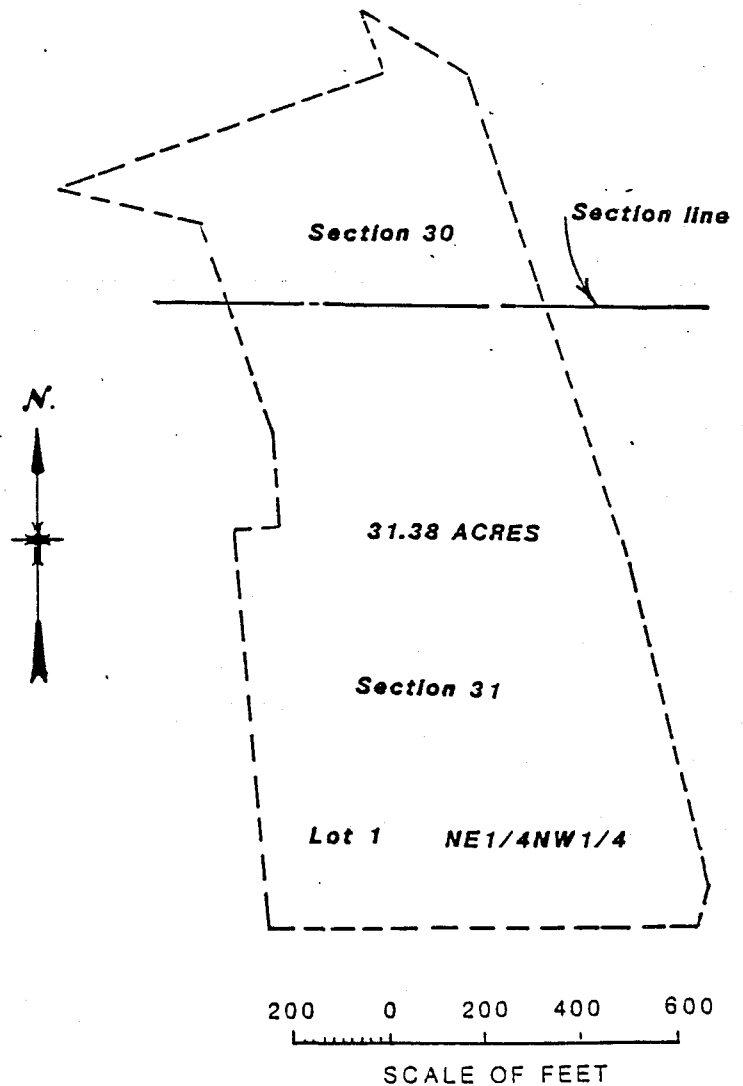
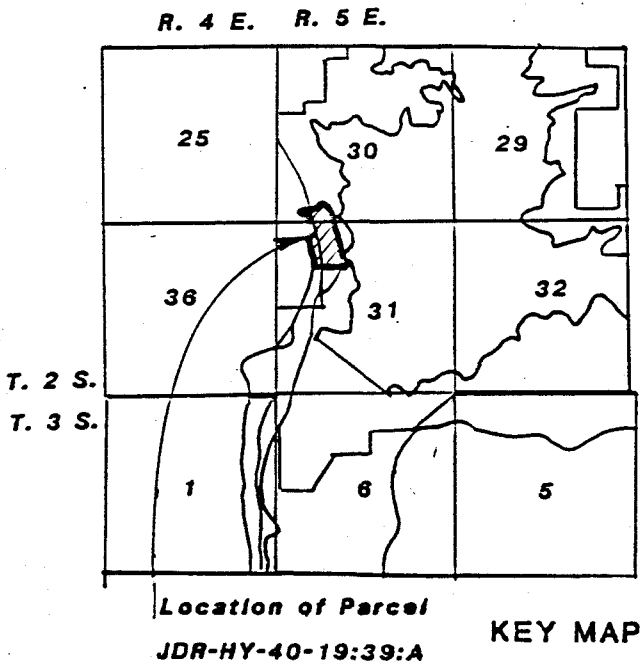
**KEY MAP** Location of Parcel JDR-HY-40-19:29:A



Map showing Parcel No. JDR-HY-40-19:29:A in Section 30 T. 2 S., R. 5 E., S.L.B. & M.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:29:A  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(31.18 [REDACTED] ES)

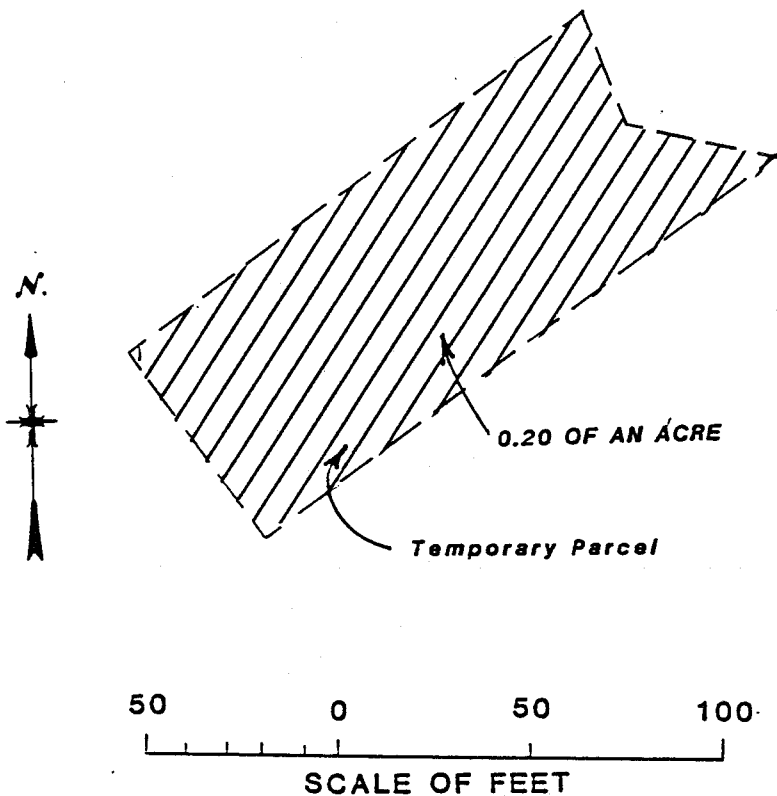
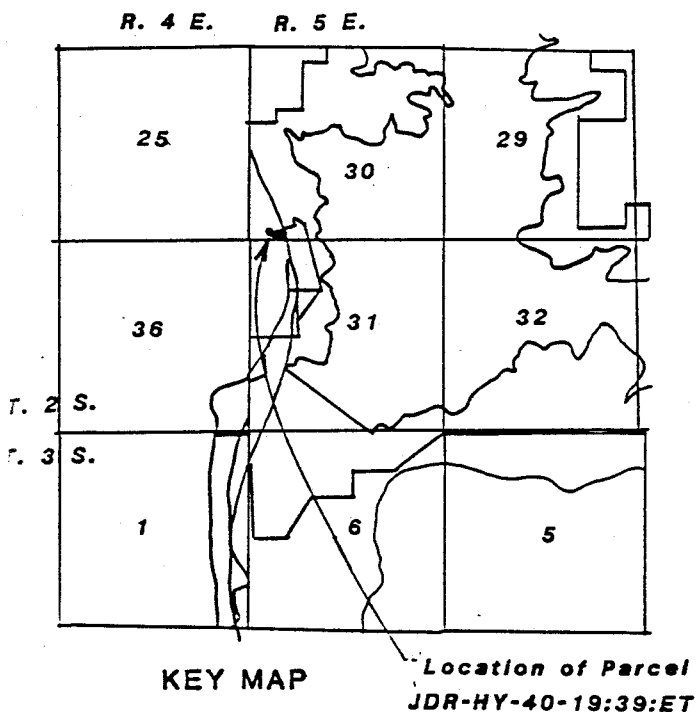
**SCHEDULE C  
 JORDANELLE DAM AND RESERVOIR  
 RELOCATION OF U.S. HIGHWAY 40  
 BONNEVILLE UNIT  
 CENTRAL UTAH PROJECT**



Map showing Parcel No.  
 JDR-HY-40-19:39:A  
 in Sections 30 and 31  
 T. 2 S., R. 5 E., S.L.B. & M.

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 CENTRAL UTAH PROJECT-UTAH  
 BONNEVILLE UNIT  
 JORDANELLE DAM AND RESERVOIR  
 PARCEL NO. JDR-HY-40-19:39:A  
 STICHTING MAYFLOWER RECREATIONAL FONDS AND  
 STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
 (31.38 ACRES)

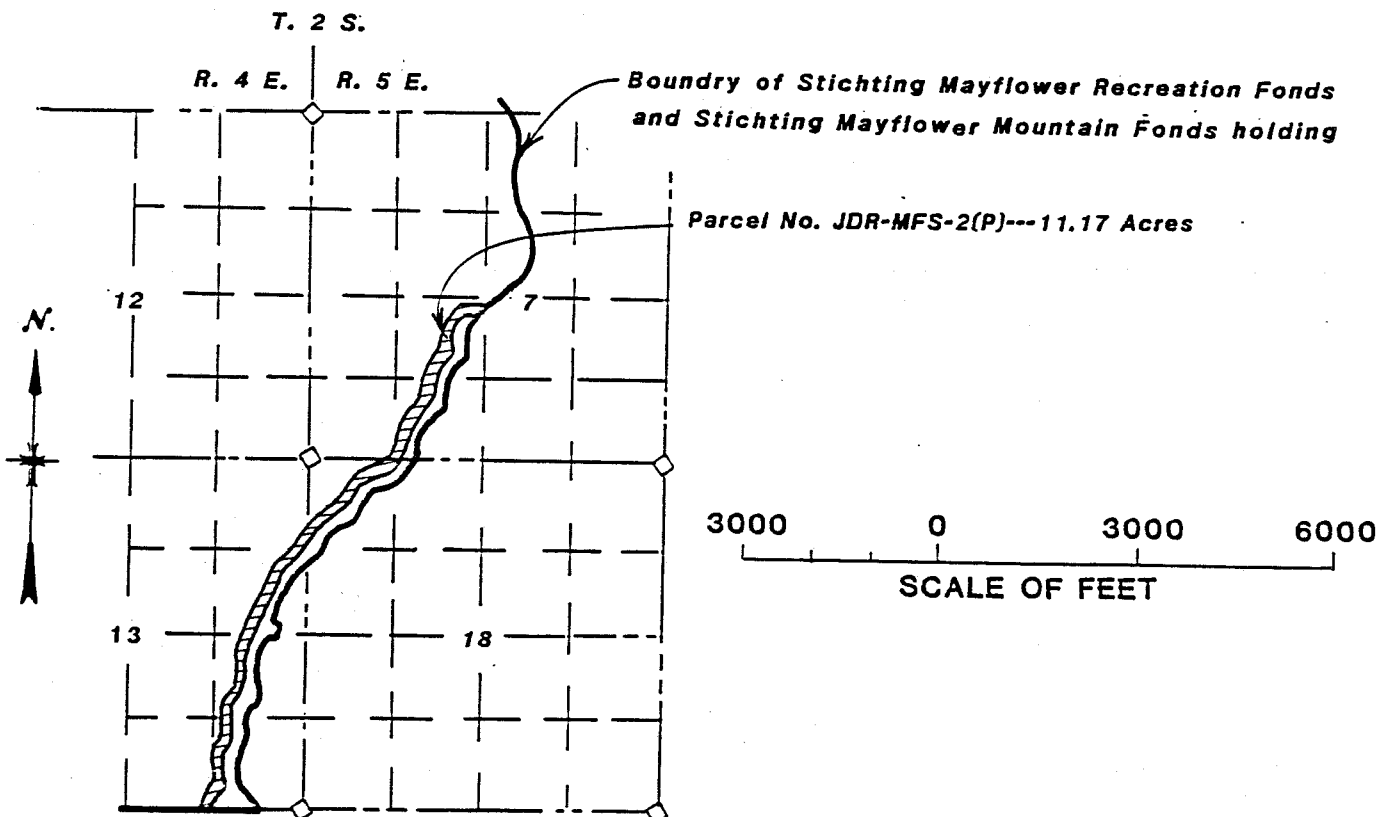
**SCHEDULE C  
JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



Map showing Parcel No.  
JDR-HY-40-19:39:ET  
in Section 30 T. 2 S.,  
R. 5 E., S.L.B. & M.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL UTAH PROJECT-UTAH  
BONNEVILLE UNIT  
JORDANELLE DAM AND RESERVOIR  
PARCEL NO. JDR-HY-40-19:39:ET  
STICHTING MAYFLOWER RECREATIONAL FONDS AND  
STICHTING MAYFLOWER MOUNTAIN FONDS, et al.  
(0.20 OF AN ACRE)**

**SCHEDULE C  
RELOCATION OF MOUNTAIN FUEL SUPPLY  
COMPANY NATURAL GAS PIPELINE  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT**



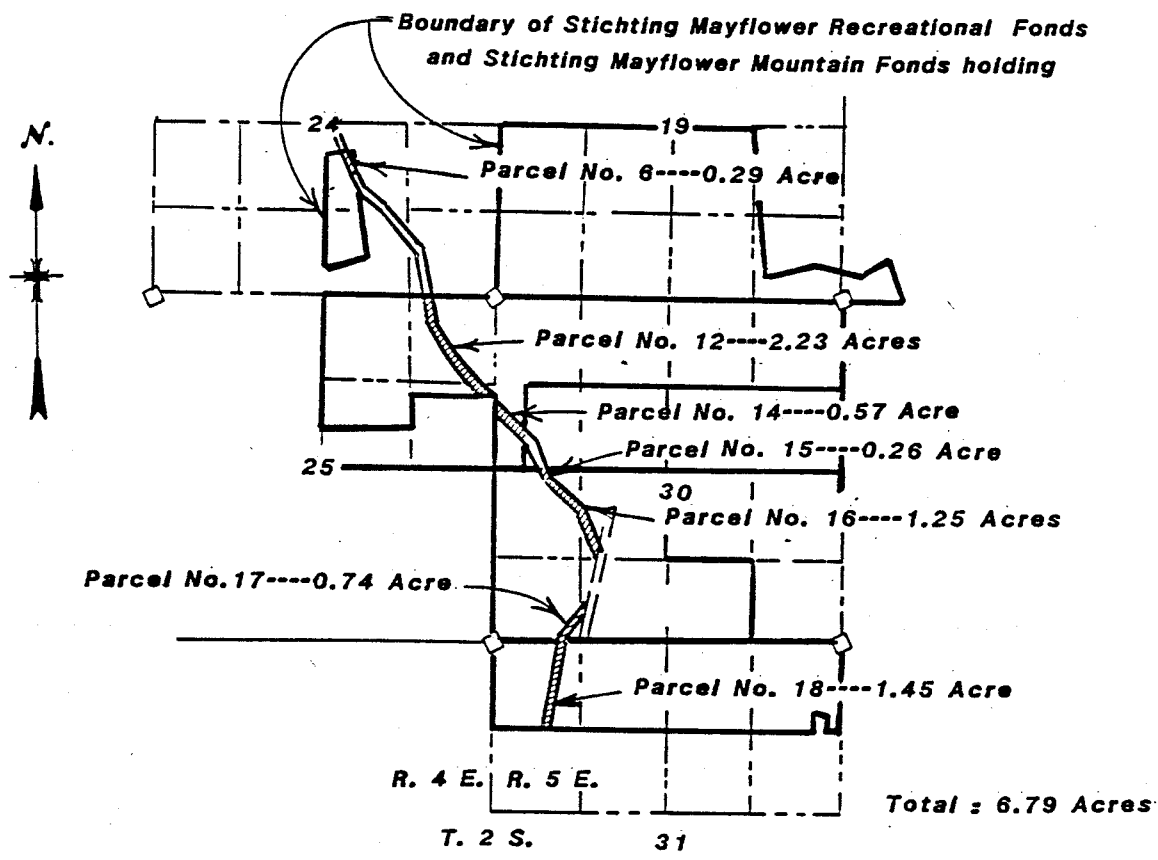
Map showing Parcels Nos. JDR-MFS-2(P)  
in Sections 7 and 18 T.2 S., R. 5 E., S.L.B.  
and M.

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 CENTRAL UTAH PROJECT - UTAH  
 BONNEVILLE UNIT  
 JORDANELLE DAM AND RESERVOIR  
 RELOCATION OF MOUNTAIN FUEL SUPPLY  
 COMPANY NATURAL GAS PIPELINE  
 PARCEL NO. JDR-MFS- 2 (P)  
 STICHTING MAYFLOWER RECREATIONAL FONDS AND  
 STICHTING MAYFLOWER MOUNTAIN FONDS , et al.  
 (11.17 ACRES)

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**SCHEDULE C  
 RELOCATION OF MOUNTAIN FUEL SUPPLY  
 COMPANY NATURAL GAS PIPELINE  
 BONNEVILLE UNIT  
 CENTRAL UTAH PROJECT**



Map showing Parcels Nos. JDR-MFS-6(P), 12(P), 14(P), 15(P), 16(P), 17(P) and 18(P) in Sections 24 and 25 T. 2 S., R. 4 E., and Sections 19, 30, and 31, T. 2 S., R. 5 E., S.L.B. and M.

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 CENTRAL UTAH PROJECT - UTAH  
 BONNEVILLE UNIT  
 JORDANELLE DAM AND RESERVOIR  
 RELOCATION OF MOUNTAIN FUEL SUPPLY  
 COMPANY NATURAL GAS PIPELINE  
**PARCELS NOS. JDR - MFS - 6(P), 12(P), 14(P), 15(P),  
 16(P), 17(P), and 18(P)**  
 STICHTING MAYFLOWER RECREATIONAL FONDS AND  
 STICHTING MAYFLOWER MOUNTAIN FONDS , et al.  
 (6.79 ACRES)

SCHEDULE D

ESCROW ACCOUNT

JORDANELLE DAM AND RESERVOIR  
RELOCATION OF U.S. HIGHWAY 40  
RELOCATION OF MOUNTAIN FUEL SUPPLY COMPANY  
NATURAL GAS PIPELINE

Attached and made a part of this Schedule D is a copy of Cooperative Agreement No. 7FC4005040 between the United States Bureau of Reclamation and the Defendants.

Article 18 (page 25) of the Cooperative Agreement provides, in part, that following vesting of title to the real property described in Schedule B hereof in the United States, there shall be deposited with Rabobank (a Dutch bank qualified to do business in the State of New York), at the highest interest available, up to half of the Bureau's purchase price, not to exceed one million dollars (\$1,000,000), to insure payment of costs of stabilization of the Mayflower Tailings, identified as necessary to protect the Jordanelle Reservoir. Stichting Mayflower Recreational/Mountain Fonds are to promptly establish an account for such purpose with said bank. The bank is located at 245 Park Avenue, New York, New York 10167.

Said Article 18, as written, does not specify the exact amount to be placed with Rabobank, as negotiations to acquire the real property required for Jordanelle Dam and Reservoir and related features were still underway when the Cooperative Agreement was written, and it was not known at that time whether or not a condemnation action would be necessary.

Under the terms of the Cooperative Agreement (Article 18, page 25, last para.), Stichting Mayflower agrees that should the Power of Eminent Domain be required to acquire the lands, the Stichtings will allow the Clerk of the Court to deposit in said escrow account 50 percent (50%) of the monies deposited with the Court by the United States. Furthermore, if the Court awards additional money, 50 percent (50%) of the additional amount will also be put into said escrow account to bring it to the maximum of one million dollars (\$1,000,000).

Since the real property is taken pursuant to a condemnation proceeding and the deposit with the Court is \$1,380,000, the initial amount to be placed with Rabobank is half that, or \$690,000.

# FEDERAL ASSISTANCE

TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION	CANT'S APPLICATION IDENTIFIER	a. NUMBER b. DATE Year month day	STATE APPLICATION IDENTIFIER NOTE: TO BE ASSIGNED BY STATE	a. NUMBER b. DATE ASSIGNED Year month day
	Leave Blank			

4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: Stichting Mayflower Mountain/Recreational b. Organization Unit: Fonds c. Street/P.O. Box: Postbus 100 d. City: 4140 AC LEERDAM e. County: f. State: Netherlands g. ZIP Code: h. Contact Person (Name & Telephone No.): Arie Bogerd		5. EMPLOYER IDENTIFICATION NUMBER (EIN) a. NUMBER b. TITLE
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7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Cooperative Agreement for Study of the Mayflower Tailings and Possible Consolidation of the Olson/Weihsart Tailings, Jordanelle Reservoir, Bonneville Unit, CUP	8. TYPE OF APPLICANT/RECIPIENT A-State B-Intermediate C-Suburban D-County E-City F-Special District G-Federal Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify) <u>Profit Organization</u> Enter appropriate letter <input checked="" type="checkbox"/> K
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9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Summit & Wasatch Counties, Utah	10. ESTIMATED NUMBER OF PERSONS BENEFITING Gen. Public	11. TYPE OF ASSISTANCE A-Interest Grant B-Research Grant C-Loan D-Interest E-Other 05 Enter appropriate number <input type="checkbox"/> 5
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12. PROPOSED FUNDING a. FEDERAL \$ 250,000.00 b. APPLICANT 250,000.00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. Total \$ 500,000.00	13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT b. PROJECT 15. PROJECT START DATE: 19 87 04 15 18. DATE DUE TO FEDERAL AGENCY: 19	14. TYPE OF APPLICATION A-New B-Continuation C-Revision D-Continuation E-Expansion Enter appropriate letter <input type="checkbox"/> A
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19. FEDERAL AGENCY TO RECEIVE REQUEST Bureau of Reclamation a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Div. of Procurement and Contracts 1425 b. ADMINISTRATIVE CONTACT (IF KNOWN): Rebecca Parton c. ADDRESS: P.O. Box 11568, Salt Lake City, Utah 84147	20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER 7FC4005040	21. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No
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22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.	a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>
---	--

23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE: Arie Bogerd, Managing Director b. SIGNATURE: <i>A. Bogerd</i>
--

24. APPLICATION RECEIVED 19	25. FEDERAL APPLICATION IDENTIFICATION NUMBER	26. FEDERAL GRANT IDENTIFICATION
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27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN	28. FUNDING a. FEDERAL \$ 120,000.00 b. APPLICANT 30,000.00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ 200,000.00	29. ACTION DATE: 19 87 04 15 30. STARTING DATE: 19 87 04 15 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number): Steve Noyes (801) 379-1000 (Cost Structure: 010 0066 0013 001 93 0 0)	32. ENDING DATE: 19 88 09 30 33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No
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# GENERAL INSTRUCTIONS FOR THE SF-424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted in accordance with OMB Circular A-102. It will be used by Federal agencies to obtain applicant certification that states which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process have been given an opportunity to review the applicant's submission.

## APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I with the exception of Box 3, "State Application Identifier." If an item is not applicable, write "NA." If additional space needed, insert an asterisk "\*" and use Section IV. An explanation follows for each item:

Mark appropriate box. Preapplication and application are described in OMB Circular A-102 and Federal agency program instructions. Use of this form as a Notice of Intent is at State option. Federal agencies do not require Notices of Intent.

Applicant's own control number, if desired.

Date Section I is prepared (at applicant's option).

Number assigned by State.

Date assigned by State.

Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of applicant, and name and telephone number of the person who can provide further information about this request.

Employer Identification Number (EIN) of applicant as assigned by the Internal Revenue Service.

Use Catalog of Federal Domestic Assistance (CFDA) number assigned to program under which assistance is requested. If more than one program (e.g., joint funding), check "multiple" and explain in Section IV. If unknown, cite Public Law or U.S. Code.

Program title from CFDA. Abbreviate if necessary.

Use Section IV to provide a summary description of the project. If appropriate, i.e., if project affects particular sites as, for example, construction or real property projects, attach a map showing the project location.

"City" includes town, township or other municipality.

List only largest unit or units affected, such as State, county, or city.

Estimated number of persons directly benefiting from project.

Check the type(s) of assistance requested.

Basic Grant—an original request for Federal funds.

Supplemental Grant—a request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e.g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share).

Other. Explain in Section IV.

Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included. If the action is a change in dollar amount of an existing grant

Applicants will always complete either item 22a or 22b and items 23a and 23b.

Complete if application is subject to Executive Order 12372 (State review and comment).

- 22b. Check if application is not subject to E.O. 12372.  
23a. Name and title of authorized representative of legal applicant.

## FEDERAL AGENCY PROCEDURES FOR SECTION III

1. Complete only Sections I and II. Section III is completed by Federal agencies.

2. Identify award actions.

3. Section IV to amplify where appropriate.

4. Amount to be contributed during the first funding/budget period by contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple funding, use totals and show program

29. Amount will contribute. 28c—amount from State, if applicant is not a State. 28d—amount from local government, if applicant is not a local government. 28e—amount from any other sources; explain in Section IV.  
30. Date action was taken on this request.  
31. Date funds will become available.  
32. Name and telephone number of agency person who can provide more information regarding this assistance.  
Date:

Item

- (a revision or augmentation under item 14), indicate only the amount of the change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 12a—amount requested from Federal Government. 12b—amount applicant will contribute. 12c—amount from State, if applicant is not a State. 12d—amount from local government, if applicant is not a local government. 12e—amount from any other sources; explain in Section IV.
- 13b. The district(s) where most of action work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."
14. A. New. A submittal for project not previously funded.  
B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.  
C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).  
D. Continuation. An extension for an additional funding/budget period for a project with a projected completion date.  
E. Augmentation. A requirement for additional funds for a project previously awarded funds in the same funding/budget period. Project nature and scope unchanged.
15. Approximate date project expected to begin (usually associated with estimated date of availability of funding).
16. Estimated number of months to complete project after Federal funds are available.
17. Complete only for revisions (item 14c), or augmentations (item 14e).
18. Date preapplication/application must be submitted to Federal agency in order to be eligible for funding consideration.
19. Name and address of the Federal agency to which this request is addressed. Indicate as clearly as possible the name of the office to which the application will be delivered.
20. Existing Federal grant identification number if this is not a new request and directly relates to a previous Federal action. Otherwise, write "NA."
21. Check appropriate box as to whether Section IV of form contains remarks and/or additional remarks are attached.

Attachment M

PART II

OMB NO. 50-106

PROJECT APPROVAL INFORMATION

**Item 1.**  
Does this assistance request require State, local, regional, or other priority rating?  Yes  No  
Name of Governing Body \_\_\_\_\_  
Priority Rating \_\_\_\_\_

---

**Item 2.**  
Does this assistance request require State, or local advisory, educational or health clearances?  Yes  No (Attach Documentation)  
Name of Agency or Board \_\_\_\_\_

---

**Item 3.**  
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  Yes  No (Attach Comments)

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**Item 4.**  
Does this assistance request require State, local, regional or other planning approval?  Yes  No  
Name of Approving Agency \_\_\_\_\_  
Date \_\_\_\_\_

---

**Item 5.**  
Is the proposed project covered by an approved comprehensive plan?  Yes  No  
Check one: State   
Local   
Regional   
Location of Plan \_\_\_\_\_

---

**Item 6.**  
Will the assistance requested serve a Federal installation?  Yes  No  
Name of Federal Installation \_\_\_\_\_  
Federal Population benefiting from Project \_\_\_\_\_

---

**Item 7.**  
Will the assistance requested be on Federal land or installation?  Yes  No  
Name of Federal Installation \_\_\_\_\_  
Location of Federal Land \_\_\_\_\_  
Percent of Project \_\_\_\_\_

---

**Item 8.**  
Will the assistance requested have an impact or effect on the environment?  Yes  No  
See instructions for additional information to be provided.

---

**Item 9.**  
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?  Yes  No  
Number of:  
Individuals \_\_\_\_\_  
Families \_\_\_\_\_  
Businesses \_\_\_\_\_  
Farms \_\_\_\_\_

---

**Item 10.**  
Is there other related assistance on this project previous, pending, or anticipated?  Yes  No  
See instructions for additional information to be provided.

---

**Item 11.**  
Is the project in a designated flood hazard area?  Yes  No  
See instructions for additional information to be provided.

Exhibit M-3. Application for Federal Assistance (Nonconstruction Programs)

Attachment M

INSTRUCTIONS

PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions:

- Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.
- Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.
- Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.
- Item 4 - Furnish the name of the approving agency and the approval date.
- Item 5 - Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the

scope of the plan. Give the location where the approved plan is available for examination and state whether project is in conformance with the plan.

- Item 6 - Show the population residing or working on Federal installation who will benefit from this project.
- Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.
- Item 8 - Describe briefly the possible beneficial and harmful impact on the environment of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.
- Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.
- Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and the amount of each project where there is related previous, pending or anticipated assistance. Use additional sheets, if needed.

Exhibit M-3. Application for Federal Assistance (Nonconstruction Programs)

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity					Total (5)
	(1)	(2)	(3)	(4)	(5)	
a. Personnel	\$	\$	\$	\$	\$	\$
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges						
j. Indirect Charges						
k. TOTALS	\$	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$	\$

Exhibit M-3. Application for Federal Assistance (Nonconstruction Programs)

Attachment M

INSTRUCTIONS

PART III

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary

Lines 1-4, Columns (a) and (b).

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to *multiple* programs where *none* of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by

the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period *only* if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should *not* equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to FMC 7-4.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.



OMB Approval No. 80-20186

**SECTION C -- NON-FEDERAL RESOURCES**

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

**SECTION D -- FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	\$	\$	\$	\$	\$
14 Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$

**SECTION E -- BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F -- OTHER BUDGET INFORMATION**

(Attach additional Sheets if Necessary)

21 Direct Charges.

22 Indirect Charges:

23. Remarks:

**PART IV PROGRAM NARRATIVE (Attach per instruction)**  
**Exhibit M-3. Application for Federal Assistance (Nonconstruction Programs)**

Attachment M

INSTRUCTIONS

**PART III**  
(continued)

**Section C. Source of Non-Federal Resources**

**Line 8-11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, FMC 74-7. "

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, FMC 74-7.

**Column (c)** - Enter the State contribution if the applicant is *not* a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

**Section D. Forecasted Cash Needs**

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

**Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

**Lines 16-19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

**Section F - Other Budget Information.**

**Line 21** - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, pre-determined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations required herein or any other comments deemed necessary.

PROGRAM NARRATIVE  
COOPERATIVE AGREEMENT NO. 7-FC-40-05040

Stichting Mayflower Mountain Fonds and Stichting Mayflower Recreational Fonds (the Stichtings), entities created under the laws of Holland and qualified to do business in the State of Utah, and the United States Bureau of Reclamation (BOR), hereby enter into this Cooperative Agreement, specified as follows.

1. OBJECTIVES AND NEED FOR ASSISTANCE.

In the 1979 Bonneville Unit M&I System FES, the Bureau of Reclamation (BOR) planned to purchase the Mayflower Tailings site (include the site within the Management Boundary) and perform all the work necessary to stabilize the tailings and protect Jordanelle Reservoir. BOR planned to move the Olson/Neihart Tailings from their present site within the Jordanelle Reservoir and consolidate them at the Mayflower Tailings site.

At the request of the Stichtings and upon their tentative agreement to study and treat the tailings as might be required by Wasatch County and the Utah State Health Department (the Department), BOR agreed (upon certain conditions) to move the Management Boundary to exclude the Mayflower Tailings site. This Agreement would enable BOR to have direct input into the Study to insure protection of Jordanelle Reservoir. This Study is necessary to locate a site outside of Jordanelle Reservoir for the Olson/Neihart Tailings. BOR will also conduct a study of other alternative sites to stabilize the Olson/Neihart Tailings.

2. RESULTS OR BENEFITS EXPECTED.

It seems prudent to contract with the Stichtings to have them expand their Study to meet BOR's needs of finding a suitable site for the Olson/Neihart Tailings. The Mayflower site appears to be the preferred site at the present time. Because it is nearly impossible to determine how much of the study the Stichtings would have had to complete by themselves compared to how much BOR would have to perform if BOR hired a separate contractor to study the feasibility of the consolidation plan, both parties have agreed to split all costs of the combined Study on a 50-50 basis.

There is the potential for a significant cost savings to BOR if the Study shows the consolidation of tailings is possible. BOR would not have to purchase the Mayflower property as originally planned or perform the entire stabilization program.

### 3. BACKGROUND.

The Stichtings are the owners of the Mayflower Property, situated in Summit and Wasatch Counties, Utah, as shown by the map attached hereto and incorporated herein as Exhibit A (to be provided by Clark Mower prior to award of this Agreement). Prior to the Stichtings' ownership, the property was the site of mining operations which created the Mayflower Mine Tailings Ponds (the Tailings), aggregating approximately 360,000 tons of mine wastes, located in the vicinity of the common corner of Sections 19 and 30, T.2S, R.5E, and Sections 24 and 25, T.2S, R.4E, SLB&M. The Tailings site is designated on Exhibit A.

In 1984, the Tailings were subject to Hazard Ranking by the United States Environmental Protection Agency (EPA) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and subsequently placed on the proposed National Priorities List (NPL), in view of the presence in the Tailings of unusual levels of potentially hazardous substances. See 49 Federal Register No. 200, p. 40328 (Oct. 15, 1984). Subsequently, however, following the comment period under CERCLA, the site was dropped from the NPL. See 51 Federal Register No. 111, p. 21065 (June 10, 1986).

In the vicinity of the Tailings, in the SE1/4 of Section 30, T2S, R5E, lies the Olson/Neihart Tailings Pond, presently proposed to be listed on the NPL. The site of the Olson/Neihart Pond is designated on Exhibit A. The Department, pursuant to authority under CERCLA, is conducting a Remedial Investigation-Feasibility Study (RI-FS) of the Olson/Neihart site.

The Mayflower Property, including the area of the Tailings, has been planned by the Stichtings for resort development (see Wasatch County Conditions for the Mayflower Mountain Resort, Office of the Wasatch County Planner). Part of the Mayflower Property, including portions of Sections 19 and 30, T2S, R5E, close to the Tailings, are intended by the BOR for construction of the Jordanelle Reservoir.

Prior to the proposed inclusion of the Tailings site on the NPL, the Stichtings prepared a Waste Plan intended to render the Tailings safe for resort development. The Waste Plan requires, at a minimum, that, if the Tailings are left in place, the Stichtings:

A. redirect all storm water routes originating in areas other than the Tailings in order to avoid contact with the Tailings;

B. seal the Tailings so that water coming directly in contact with the Tailings site does not percolate through the Tailings;

- C. stabilize the Tailings so that they remain in place;
- D. institute a surface and ground water monitoring system, including (without limitation) installation of a reasonable number of monitoring wells with a water quality monitoring system at the base of the Tailings site to verify the effectiveness of the procedure and compliance with the standards described in the Waste Plan; and
- E. cover the Tailings site with the amounts and depths of topsoil necessary to protect persons on the site and for vegetation, and revegetate the site.

If the Tailings are removed from the site, the Waste Plan shall specify and analyze the effect upon the receiving site and shall analyze the temporary and long-term impacts of removal in terms of water quality, hazardous wastes, health and safety, future developability, and mitigation measures. Regardless of whether the mine tailings are to be removed or left in place, the Waste Plan shall also include:

- A. an analysis of the effect of future irrigation on the site and restrictions on or a prohibition of the same;
- B. special foundation engineering; and
- C. detailed regrading plans.

The Wasatch County Conditions for the Mayflower Mountain Resort require also that the portion of the development plan which occupies the Tailings site be reviewed, amended if necessary, and re-submitted for approval following appropriate disposition of the Tailings.

The BOR wishes to consider the possibility of consolidating the wastes contained in the nearby Olson/Neihart Tailings Pond with the Tailings, as a means of protecting the Jordanelle Reservoir. While the RI-FS for the Olson/Neihart site will consider the prospect of removing wastes therefrom, it will not provide detailed information regarding the suitability of alternative sites. It is possible that the Department's RI-FS on the Olson/Neihart Tailings will not be completed prior to commencement of filling of the Reservoir.

In order to avoid any presently unforeseen, future possibility that, despite the measures called for in the Waste Plan, and as a result of the construction of the Mayflower Mountain Resort or the Jordanelle Reservoir, or the consolidation of the Mayflower and the Olson/Neihart Tailings, the Tailings could become the source of a release of hazardous substances endangering the public health, safety, or welfare, the Stichtings and the BOR wish to

obtain the assistance of the Department, and the Department is prepared to provide its assistance, in investigating the Tailings and the Olson/Neihart Tailings to identify any potential hazards therein and to define appropriate remedial measures with respect thereto, and in investigating the feasibility and advisability of consolidating the Olson/Neihart Tailings with the Mayflower Tailings for disposition.

In pursuance of the foregoing purposes, the parties agree to conduct the study of the Tailings and the Olson/Neihart Tailings described herein.

4. DELFT SOIL MECHANICS LABORATORY.

It is acknowledged that the Laboratorium voor Grondmechanica Delft (Delft Soil Mechanics Laboratory), Delft, Netherlands, possesses substantial expertise in the study of ground and surface water and soil contamination, definition and prediction by computer modelling and otherwise of the existence, nature, and extent of hazards due to ground and surface water and soil contamination, and selection of appropriate plans and technologies for the disposal of hazardous waste.

The Delft Soil Mechanics Laboratory (DSML), under contract with the Stichtings, with the supervision, assistance, and approval of the Department, and upon the terms and conditions set forth herein, shall design and carry out the investigation of the Tailings and the Olson/Neihart Tailings described herein.

5. OBJECTIVES OF THE STUDY.

It shall be the objective of the investigation to be conducted hereunder to provide complete, reliable responses to at least the following questions:

A. Whether, and to what degree, the Tailings contain any hazardous substance or hazardous waste within the meaning of 42 U.S.C. §6921 or §9601(14), or §26-14-2(6), Utah Code Ann. (1953), or any rules or regulations promulgated pursuant thereto;

B. Whether any such hazardous substance or hazardous waste is escaping the Tailings dump site via ground or surface water, or the air, or there exists a significant possibility that, due to present or potential de-stabilization of the Tailings or otherwise, in the course of development planned for the Mayflower Property, occupants or users of the resort or users of the reservoir will come into contact with such hazardous substance or hazardous waste so as to create a substantial present or potential hazard to human health, safety, or welfare, or to the environment;

C. If such an escape or significant possibility of contact exists, the degree to which such escape or contact will be abated or prevented by the measures required to be contained in the Waste Plan;

D. If a substantial possibility exists that any such escape or contact will not be permanently abated or prevented by the measures required in the Waste Plan, what different or additional measures will be necessary and sufficient when included in the Waste Plan to permanently abate or prevent such escape or contact;

E. Whether the wastes contained in the Olson/Neihart Tailings Pond can be consolidated with the Tailings without creating or significantly increasing any hazard to public health, safety, and welfare of the environment or decreasing the developability of the Mayflower Tailings site for resort purposes, and what additional or different measures would be required to be included in the Waste Plan to accomplish this purpose.

It is the purpose of the Stichtings, in prosecuting the Study, to facilitate safe development of their land as a Winter-Summer resort in proximity to the Jordanelle Reservoir. By engaging in the Study, they do not admit any liability for having deposited the Tailings, or any responsibility, under CERCLA or otherwise, to render the Tailings safe or dispose of the Tailings in any manner. It is the purpose of the Study to preserve to the maximum extent possible such claims as the Stichtings may have against third parties for damages resulting from deposition of the Tailings or for contribution to appropriate disposition of the Tailings.

It is the purpose of the BOR, in participating in the Study, to protect the Jordanelle Reservoir from potential hazards. The BOR, by engaging in the Study, does not admit any liability for depositing the Olson/Neihart Tailings, or any responsibility, under CERCLA or otherwise, to render such tailings safe or dispose of them in any manner. It is a purpose of the Study to preserve to the maximum extent possible such claims as the BOR may have against third parties for damages resulting from deposition of such tailings or for contribution to appropriate disposition of such tailings.

## 6. APPROACH.

As more fully set out below, more detailed Work Plans for the Study shall be prepared by Delft Soil Mechanics Laboratory (DSLML) and Bingham Engineering, Salt Lake City, Utah as the first phase of this Agreement, and will constitute a significant effort; coordination, oversight, and approval shall be provided by the Utah Department of Health, Bureaus of Solid and Hazardous Waste and of Water Pollution Control; and the BOR shall coordinate efforts under this Agreement pertaining to the Olson-Neihart Tailings with the Department and the U.S. Environmental Protection Agency.

7. PARAMETERS OF STUDY.

A. Hydrological/Geochemical Work Plan. The DSML shall create a hydrological/geochemical Work Plan and a hazardous waste assessment having the following principal elements:

(1) A detailed definition of the objectives of the Study;

(2) Projected tasks and schedules designed to produce the requisite data to meet the Study objectives;

(3) Incorporation of an acceptable Quality Assurance Plan to assure the integrity and accuracy of data collection in the field and analyses in the laboratory;

(4) Designation of proposed sampling sites and monitoring wells;

(5) Designation of parameter lists for tailings, soil and water analyses and analytical methods for analyses of each parameter;

(6) Determination of the matters previously listed A through E under Objectives of the Study.

The work plan shall contain at least the following objectives and tasks:

Objective 1. To assess the risks of particulate migration of heavy metals from the site by wind or water.

Tasks:

- 1.1 Establish base line by surface sampling of surroundings both wet and dry. Make use of either visual or chemical analysis or both.
- 1.2 Evaluate impact of proposed development on migration patterns.
- 1.3 Evaluate impact on proposed development, and on migration patterns, of consolidation of Mayflower and Olson/Neihart Tailings.
- 1.4 Conduct risk analysis of potential failure mode of aspects of development, with and without consolidation of tailings, identified as being critical to migration barrier function.
- 1.5 Report findings.



Objective 2. To assess extent of leaching of site inventory by surface waters.

Tasks:

- 2.1 Identify surface water run-off paths of undeveloped site.
- 2.2 Sample water quality of run-off and water standing on the Tailings.
- 2.3 Evaluate impact of proposed development on tailing contact run-off patterns (if any).
- 2.4 Evaluate impact on proposed development, and on tailing contact run-off patterns, of consolidation of Mayflower and Olson/Neihart tailings.
- 2.5 Conduct risk analysis of possible failure modes of relevant aspects of the development, with and without consolidation of tailings.
- 2.6 Report findings.

Objective 3. To assess the risks and extent of leachate migration in groundwater.

Tasks:

- 3.1 Establish source term concentrations by pore water sampling and chemical analysis.
- 3.2 Establish pore water migration pathways in the existing site by modeling techniques, where necessary supported by field parameter determinations.
- 3.3 Establish current extent of pollution plume specifically caused by the site (if any), by drilling and sampling techniques.
- 3.4 Define groundwater flow patterns with and without Jordanelle Reservoir by hydrogeological investigations and modeling techniques.
- 3.5 Chemical composition and soil analysis of Olson/Neihart Tailings.

3.6 Predict long term impact of site on surrounding water quality for following scenarios

Scenario	Site Develop.	Jordanelle Reservoir	Tailings Consolidation	
A	-	-	-	Zero base line
B	+	-	-	Development base line
C	+	+	-	Reservoir case
D	+	+	+	Tailings Consolidation Case

3.7 Prepare report.

B. Geotechnical Work Plan. The Study shall also include the following geotechnical element, objective and tasks, the Work Plan for which, and the execution thereof, shall be carried out by Bingham Engineering, Salt Lake City, Utah:

Objective 1. To assess the risks of de-stabilization of the Tailings with or without development, and in the event of consolidation of the Olson/Neihart Tailings.

Tasks:

- 1.1 Determination of parameter lists for tailings constituencies, and potential for de-stabilization, and analytical methods for analysis of each parameter.
- 1.2 Establish stability and bearing capacity of Tailings in present configurations by drilling and sampling.
- 1.3 Establish bearing capacity and stability characteristics of the Olson/Neihart Tailings by drilling and sampling.
- 1.4 Predict long- and short-term impacts on Tailings of non-development; re-configuration of Tailings for development; consolidation of Olson/Neihart and Mayflower Tailings without re-configuration; and consolidation of Olson/Neihart and Mayflower Tailings following re-configuration.
- 1.5 Establish design criteria for structures necessary to stabilization of Tailings "as is", combined for purposes of resort development, or consolidated with the Olson/Neihart Tailings.
- 1.6 Prepare report.

C. Integration of Work Plans. The hydrological/geochemical work plan and the geotechnical work plan shall be integrated into a single document of DSML.

D. Computer Model(s). For appropriate questions raised in the Study for which answers cannot be obtained by actual measurement or observation, the DSML shall prepare computer model(s) capable of prediction of correct responses with a high degree of accuracy and reliability. All programs shall be based to the extent possible upon information obtained by measurement or observation.

DSML shall conduct all such programs, employing all information gathered by measurement or observation, and provide the results thereof in a form which is permanent and verifiable.

E. Stability Analysis. Information regarding bearing capacity and potential de-stabilization of the Tailings shall be developed and delivered to DSML and the parties by Bingham Engineering, as early in the Study as reasonably practicable.

F. Remedial Measures. Upon completion of the information gathering and computer modeling required in the Work Plan, and based upon the information obtained thereby, DSML shall determine whether and to what degree any escape of hazardous substances from the Tailings will endanger public health, safety, and welfare, or the environment, with or without construction of the resort or reservoir, and with or without consolidation of the Mayflower and Olson/Neihart Tailings, whether and to what degree any such danger shall be dissipated by completion of the measures required in the Waste Plan, and whether any additional or different measures will be necessary or appropriate to protect the public health, safety, welfare, or the environment. In all such determinations, DSML shall be guided by the advice of the Department regarding appropriate standards of public health, safety, and welfare and environmental protection. DSML shall additionally determine whether consolidation of the Mayflower and Olson/Neihart Tailings adversely environmentally impacts the developability of the Mayflower Property as planned or re-planned, and whether any remedial measures will suffice to negate any such impact.

8. PARTICIPATION OF THE DEPARTMENT.

A. Review and Oversight. It is acknowledged that the Department possesses substantial expertise in matters of compliance with State and federal law relating to disposition of hazardous wastes, derivation and application of appropriate standards of public health and safety and quality of the environment, data gathering with regard to hazards and potential hazards, and selection of appropriate and effective plans and technologies for the disposal of hazardous wastes.

B. Work Plans. The Department shall review the Work Plans proposed by the DSML and Bingham Engineering and shall provide its comments whether the Work Plans are appropriately designed to obtain adequate and reliable information regarding potential hazards of the Tailings and the Olson/Neihart Tailings, and adequate and reliable advice regarding disposition of the Tailings and the Olson/Neihart Tailings, in view of appropriate levels of public health, safety, and welfare and environmental protection.

The Department shall state its approval or disapproval of each element, objective, and task set out in the Work Plans, as a measure adequate to achievement of those levels of health, safety, welfare, and environmental protection which the Department deems reasonable, appropriate, and adequate to protect residents and users of the Mayflower Mountain Resort, users of the Jordanelle Reservoir, and the interests of the public. Where the Department approves any feature of the Work Plans, it may, nevertheless, provide any comment which it deems appropriate or necessary. Where the Department disapproves any feature of the Work Plans, it shall state the reason for its disapproval and indicate such alternative or additional measure as it believes would most nearly serve the purposes of appropriate protection of health, safety, welfare and the environment. In the event that the Work Plans lack any feature which the Department believes appropriate or necessary to adequate protection of health, safety, welfare, or the environment, it shall so state.

The Department shall oversee completion of the tasks set out in the Work Plans in order to insure that all tasks are substantially performed and the purposes of the Study are achieved.

C. Computer Models. The Department shall review with DSML the completeness, adequacy, and accuracy of all computer models employed by DSML, and provide its comments thereon. The Department shall be entitled to verify the accuracy of any information obtained in the application of such computer models.

D. Remedial Measures. The Department shall review with DSML and Bingham Engineering the conclusions of the Study relating to remedial measures necessary and appropriate to appropriate levels of safety for the Tailings area as a resort and reservoir site. Unless the Department shall fully concur in the recommendations of DSML regarding such remedial measures, the Department shall report to the Stichtings and/or BOR its own conclusions regarding necessary and appropriate remedial measures.

E. Information Gathering. The Department may undertake sample collection and preservation under the Work Plans. Wherever appropriate, the Department may select independent contractors to perform information gathering under separate agreements with the Stichtings and/or the BOR. Whenever the BOR is qualified to perform necessary field or laboratory work it shall be entitled to contribute such work, valued at prevailing rates in the area, as a means of partial payment.

All data shall be appropriately preserved and recorded, and made available on a timely basis to DSML. Data shall not be destroyed or otherwise disposed of without the prior consent of the Stichtings and/or the BOR.

F. Standards of Review and Comment. It is a central purpose of this Agreement that the Department provide the guidance of its knowledge and expertise whenever it appears that the Work Plans, any computer procedures or other practices thereunder, or any remedial measures proposed as a result thereof, are less than adequate or appropriate for the discovery of potential hazards, the formulation of appropriate remedies, or the protection of the public health, safety, and welfare and the environment, or that substantial benefits would result from the adoption of alternative measures. To that end, the Department shall provide its comments, in writing, whenever it appears:

- (1) that any feature of the Study is inadequate or inappropriate;
- (2) that any practice or condition may be or become in violation of State or federal law, rule, or regulation relating to protection of health, safety, or the environment;
- (3) that any imminent threat to health, safety, welfare or the environment has arisen or may arise;
- (4) that any alternative or further procedure would provide significant advantages; or
- (5) that any practice or procedure is not in keeping with the Work Plans, or that any requirement of the Work Plans is not being carried out.

In conducting the review and oversight described herein, the Department shall apply its knowledge and experience in matters involving protection of the public health, safety and welfare, and the environment from potentially hazardous wastes, to the end that the standard of public and environmental safety achieved for the Tailings, as a site for resort and reservoir development, is not less than standards of safety ordinarily accepted under State and federal law relating to cleanup and storage of potentially hazardous wastes, in areas intended for residential use. Both the Bureau of Solid and Hazardous Waste and the Bureau of Water Pollution Control shall participate in the review and oversight process.

Copies of all comments shall be delivered to the Stichtings and/or the BOR, and to DSML and Bingham Engineering.

9. DUTIES AND RESPONSIBILITIES.

A. Duties of the Bureau of Reclamation. In addition to making the payments and/or providing services as required hereunder, it shall be the responsibility of the BOR:

(1) To provide access, where appropriate, over land owned or controlled by the BOR, for purposes of the Study.

(2) To make available, where appropriate, information within its possession or control, for purposes of the Study.

(3) To otherwise cooperate fully in the prosecution of the Study.

(4) To obtain the approval of the United States Environmental Protection Agency for this Study and the resulting stabilization design, as a permanent remedial program for the protection of the environment and the health, safety, and welfare of users of the Mayflower Mountain Resort, users of the Jordanelle Reservoir, and the public generally, from any hazard found by the Study to exist on the Study site either before or after any consolidation of the Mayflower and Olson/Neihart Tailings.

B. Duties of the Stichtings. In addition to making the payments required hereunder, it shall be the responsibility of the Stichtings:

(1) To make access available across their lands, as necessary, for purposes of the Study.

(2) To make available information in their possession or control, as necessary, for purposes of the Study.

(3) Upon delivery of data regarding bearing capacity and potential de-stabilization of the Tailings, and after consultation with DSML and Bingham Engineering, to promptly prepare and deliver to DSML, the BOR, and the Department, an anticipated grading plan for the Tailings as necessary to incorporate them, consistent with the health, safety, and welfare of users and occupants of the Mayflower Mountain Resort and the public, into the Mayflower Mountain Resort.

(4) To otherwise cooperate fully in the prosecution of the Study.

C. Stichtings-BOR Agreement. In pursuance of the objectives set forth in this Agreement, the Stichtings and the BOR agree among themselves that the BOR shall:

(1) Modify the reservoir management boundary plan presented in the 1979 Final Environmental Statement for the Municipal and Industrial System, Bonneville Unit, Central Utah Project, to exclude the Mayflower Mine Tailings site. The revised management boundary will be presented in the Supplement to the Final Environmental Statement for the Municipal and Industrial System scheduled to be completed during early 1987. Both versions of the management boundary are shown in Exhibit B (to be provided by Clark Mower prior to award of this Agreement) incorporated herein by reference.

(2) Provide funding and/or services to facilitate stabilization of the Mayflower site as necessary according to the study should the Stichtings be unable to implement a stabilization plan six months prior to initiation of the filling of Jordanelle Reservoir (estimated to be 1992).

(3) Not pursue use of the Mayflower site for disposal of the Olson/Neihart tailings should the Study show that to do so would render the site unsuitable for the planned resort uses.

(4) Pursue acquisition of the Mayflower site in fee title only if the Stichtings fail to either carry out the recommendations of the Study regarding stabilization of the Tailings necessary six months prior to initiation of the filling of Jordanelle Reservoir (estimated to be 1992) or provide BOR with a temporary easement granting BOR access to the site to facilitate such stabilization work.

(5) Fund that portion of the site monitoring costs required by the Study and shown by it to be attributable to disposal of the Olson/Neihart tailings material.

And the Stichtings shall:

(1) Obtain concurrence from Wasatch County and the Department and cooperate with BOR in obtaining concurrence from the Environmental Protection Agency regarding adequacy of the Mayflower Study Work Plans and results.

(2) Accomplish completion of those portions of the Study related to stabilization of the Mayflower tailings without consolidation of the Olson/Neihart tailings.

(3) Employ their best efforts to implement, six months prior to the initiation of the filling of Jordanelle Reservoir (estimated to be 1992), stabilization measures for the Mayflower tailings (without consolidation of the Olson/Neihart tailings) identified in the Study as necessary to protection of the Jordanelle Reservoir and approved by the State and the Environmental Protection Agency.

(4) Enter into a separate easement agreement with BOR that provides BOR with access to the Mayflower site to facilitate the stabilization of the Mayflower tailings (or the Mayflower tailings and the Olson/Neihart tailings should the Stichtings agree to consolidation) should the Stichtings be unable to facilitate the work six months prior to the filling of Jordanelle Reservoir (estimated to be 1992) and, in such case, reimburse BOR for their proportionate share of the costs associated with the stabilization work prior to constructing recreation facilities.

(5) Provide a right of first refusal to purchase the Mayflower tailings site to BOR should conditions change and the land is no longer needed for the resort development.

(6) Fund that portion of the site monitoring costs attributable to stabilization and treatment of the Mayflower tailings material.

The Stichtings and BOR further agree that:

(1) Nothing herein shall require the Stichtings to consent to the consolidation of the Olson/Neihart tailings with the Mayflower tailings. The Stichtings reserve the right to refuse to permit such a consolidation in the event that the Study does not demonstrate that to do so will render the Mayflower tailings as safe, and the Mayflower property as readily developable, as would be the case if the Mayflower tailings were separately treated.

(2) The parties shall cooperate to facilitate the complete study of the Mayflower site in accordance with the objectives stated herein and the requirements of the State of Utah, Environmental Protection Agency, and Wasatch County.

(3) The parties shall meet a minimum of annually to review progress toward completion of the terms of the agreement and make appropriate revisions.

10. PROGRESS REPORT AND WORK PLAN REVIEW.

Upon completion of the data gathering required by the Work Plans described above, a progress report shall be prepared and the parties shall meet with DSML, Bingham Engineering, and the Department to review the same. DSML and Bingham Engineering shall fully inform the parties and the Department regarding the computer modeling intended to fulfill the terms and requirements of the Work Plans. The Department shall provide its comments and guidance as herein set forth. The parties shall provide their advice regarding the appropriate extent of such computer modeling; provided, however, that DSLM and Bingham Engineering shall not be required to accept, and the Department shall not be required to



approve, any such advice if in the professional judgment of DSLM, Bingham Engineering or the Department the result would be to in any manner impair or detract from the integrity or effectiveness of the Study.

11. RELEASE OF INFORMATION.

Any data obtained as a result of the Study shall be available to the public at the conclusion and approval of the Study.

12. SITE ACCESS.

The Stichtings shall permit authorized representatives of the Department, authorized representatives of independent contractors engaged hereunder, authorized representatives of the BOR, and authorized representatives of DSML and Bingham Engineering to have reasonable access to the Mayflower Property for all activities pursuant to this Agreement. The BOR shall permit authorized representatives of the Department, authorized representatives of independent contractors engaged hereunder, authorized representatives of the Stichtings, and authorized representatives of DSML and Bingham Engineering to have reasonable access to lands controlled by the BOR for all activities pursuant to this Agreement.

13. EXCHANGE OF DATA.

Upon request by authorized representatives of the Stichtings or the BOR, all persons collecting samples shall provide split samples of any samples collected hereunder. If any analysis is made of such samples, the person performing such analysis shall furnish copies of the results. Subject to then-current rules regarding confidentiality, the Department shall make available as necessary or appropriate information obtained in conducting the RI-FS on the Olson/Neihart Tailings Pond. All parties shall make available to DSML and Bingham Engineering upon reasonable request all information or materials in their possession relevant to the subject matter of the Study.

14. LEGAL PROCEEDINGS.

It is a purpose of the Study conducted pursuant to this Agreement to expose and to remedy, to the extent possible, actual or potential violations of State or federal law relating to hazardous wastes and the environment. Nothing herein shall prevent the Department taking any action appropriate in the event of an actual violation of law. However, the Department, in any circumstance in which it anticipates any violation, shall endeavor to advise the Stichtings and/or the BOR in such manner as to permit voluntary remedy, and shall cooperate to the extent legally permissible in avoiding or remedying any violations. In the event that the

Tailings site is subsequently placed again upon the NPL, the Department shall endeavor to the extent legally permissible to utilize material obtained in the Study hereunder, without duplication, to satisfy any requirement of a Remedial Investigation/Feasibility Study or similar examination.

15. LEGAL PRIVILEGES.

The Stichtings, the BOR, and the Department expressly reserve any and all privileges, such as the attorney-client and work product privileges, to which they are entitled under the Utah and Federal Rules of Civil Procedure and Rules of Evidence, as amended. Nothing in this Agreement shall be construed as a waiver by any party of any of these privileges. All provisions in this Agreement and the Work Plans regarding information sharing are subject to these privileges. Except as expressly provided herein, the parties reserve all other legal rights and privileges.

16. COSTS OF STUDY.

Costs of producing the Study described herein shall be paid 50 percent (50%) by the Stichtings and 50 percent (50%) by the BOR. The Department shall be compensated for its participation by the Stichtings at the rate of its actual cost plus seven percent (7%). The BOR will reimburse the Stichtings for 50 percent (50%) of all costs to the State. The BOR shall have the option of contributing to the costs it is required to pay by performing necessary field and laboratory work at prevailing rates in the area.

17. FUTURE COSTS.

The same work may be necessary to prepare the Tailings for development as part of the Mayflower Mountain Resort in the event the Mayflower Tailings and the Olson/Neihart Tailings are not consolidated, as in the event of consolidation. It is not presently possible, and may not be possible following completion of the Study, to predict with complete accuracy the shares of costs of such work in the event of consolidation which should be paid by the Stichtings and by the BOR. In the event of consolidation, therefore, actual settlement of such shares must be deferred, and the provisions of the Agreement regarding payment of costs of the Study shall not be deemed to affect the definition of such shares. The Stichtings and the BOR agree, however, that, in the event of consolidation, such shares shall be defined in the future, to the extent reasonably practicable, upon the following terms:

A. The Stichtings shall pay for all such work necessary and beneficial to the Resort which would not have had to be performed by the BOR for purposes of protecting the reservoir if the Resort were never constructed;

B. The BOR shall pay for all such work necessary and beneficial for protection of the reservoir and to avoid decreasing developability of the Mayflower Property, which would not have had to be performed by the Stichtings for purposes of constructing the Resort had the Mayflower and Olson/Neihart Tailings not been consolidated; and

C. Unless the Study shows that different shares are appropriate, the remainder of such work shall be paid for 50 percent by the Stichtings and 50 percent by the BOR.

18. ESCROW ACCOUNT.

The BOR asserts that, even in the event the Mayflower Resort is not built and the Mayflower and Olson/Neihart tailings are not consolidated, some work will be required to stabilize the Mayflower tailings in order to protect the Jordanelle Reservoir water quality and public health in the recreation area. The Stichtings deny that this is true, as a matter of fact and as a matter of law.

It shall be a requirement of the Study to determine, with the approval of the Department, as soon as reasonably practicable, whether and to what degree the Mayflower tailings in their present condition pose a threat of migration, sudden or gradual, into the reservoir site, or a contamination of reservoir water sufficient to lower the water quality below minimums permitted by applicable federal or state regulations, or a public health threat to the Jordanelle Reservoir and recreation area, and in the event such a threat exists, what steps are reasonably required to permanently abate it.

Upon date of taking, there shall be deposited with Rabo Bank (the Bank) (a Dutch bank qualified to do business in the State of New York), at the highest interest available, up to half the Bureau of Reclamation land purchase price for the Stichtings' property necessary to construction of the Jordanelle Reservoir and recreation area, not to exceed \$1 million, to insure payment of costs of stabilization identified by the Study as necessary to protect the reservoir, as herein provided. Stichtings shall promptly establish an account for such purpose with the Bank.

It is further understood and agreed that should the Power of Eminent Domain be required to acquire said lands, the Stichtings will allow the Clerk of the Court to deposit in said escrow account 50 percent (50%) of the monies deposited with the Court by the United States. Furthermore, if the Court awards additional money, 50 percent (50%) will also be put into said escrow account to bring it to the maximum of one million dollars (\$1,000,000).

If said portion of the Study identifies steps necessary to protect the Jordanelle Reservoir and recreation area, and the Stichtings and BOR cannot agree upon the costs of such steps, an independent estimate of the costs for completion of such steps shall be obtained from a qualified contractor approved by the Department. If the amount deposited as required herein exceeds such agreed costs or such estimate, the excess together with accrued interest thereon, shall promptly be paid to the Stichtings. If no such steps are identified, the entirety of said deposit and interest thereon shall be promptly returned to the Stichtings.

The Stichtings shall be entitled to contest, in the United States District Court for the District of Utah, whether they are legally required to pay the costs of any steps identified by said portion of the Study as necessary for the protection of the Jordanelle Reservoir and recreation area. It is agreed that decision in such matter may be upon motion for summary judgment in which the findings of said portion of the Study shall constitute an agreed statement of facts. To the extent the Court determines that the Stichtings are not liable for such costs, the Stichtings shall be entitled to return of the deposit required hereinabove.

Unless they are returned to the Stichtings as provided herein, funds deposited hereunder shall be used only to accomplish the steps identified as necessary to protect the Jordanelle Reservoir and recreation area as herein provided. The Stichtings shall be entitled to contract for the completion of said steps as they see fit. Payment shall be made from the deposited funds only for completion of said steps, and only upon receipt of vouchers therefor, which shall be signed and delivered to the Bank by BOR within 30 days of submission by the Stichtings. However, if such steps have not been initiated six months prior to initiation of filling of Jordanelle Reservoir (estimated to be 1992), only the BOR shall be entitled to use the deposited funds, only for completion of the steps identified in the Study and as approved by the Department. If such funds exceed the amount necessary to complete said steps, the excess shall be promptly returned to Stichtings.

19. PROJECT COORDINATORS.

The Stichtings' Project Coordinator for the Study shall be Dr. Michael Loxham and/or Clark Mower or another appropriate employee of the DSML. The Department's Project Coordinator shall be John Trepanowski. The BOR's Project Coordinator shall be Stephen Noyes.

20. FORCE MAJEURE.

Any Party's failure to meet or satisfy any requirement set out in this Agreement or the Work Plans shall be excused for a reasonable

time to the extent the delay is caused by events beyond the party's control, including, without limitation, acts of God, public enemy, unforeseen strikes or work stoppages, third party delays in providing equipment, services or access to property, fire, explosion, flood, tornado, earthquake, lightning, riot, sabotage, or war.

21. TERM OF AGREEMENT.

The term of this Agreement shall expire upon completion of the Study, unless sooner terminated by (a) any party upon ninety days' written notice to the other parties or (b) by the Stichtings, at any time after the Department commences any legal proceedings against the Stichtings with respect to conditions, acts, or omissions in the Study area.

22. MODIFICATION.

This Agreement and the Work Plans may be modified or amended by mutual agreement of the Parties. Any such amendment or modification shall be in writing, signed by authorized officials of the respective parties. Nothing herein shall preclude the Stichtings and the BOR from together amending or modifying their portions of the Study; however, such actions without Department approval shall be grounds for limiting or withdrawing the Department's participation in that part of the Study.

COOPERATIVE AGREEMENT dated this 8th day of May, 1987.

STICHTING MAYFLOWER MOUNTAIN FONDS

By R.A.C. Bogerd  
Its Managing Director  
Date May 8, 1987

STICHTING MAYFLOWER RECREATIONAL FONDS

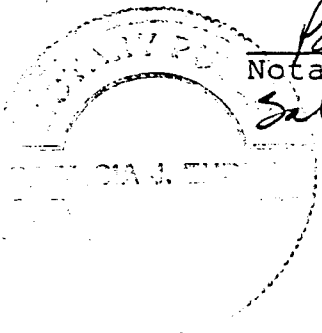
By R.A.C. Bogerd  
Its Managing Director  
Date May 8, 1987

UNITED STATES BUREAU OF RECLAMATION

By Daniel J. Glavin  
Its Grants Officer  
Date 5-11-87

State of Utah )  
County of Salt Lake ) ss

On this 8th day of May, 1987, before me Patricia Elman a Notary Public in and for said state, personally appeared Arie C. Bogerd, Managing Director, Stichting Mayflower Mountain Fonds, known to me to be the person who executed the within Cooperative Agreement in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

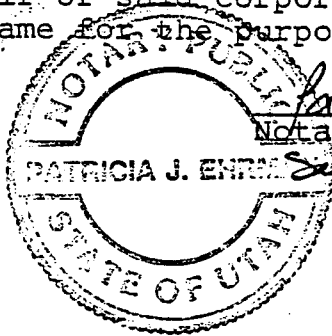


Patricia Elman  
Notary Public  
Salt Lake City, Utah

My Commission Expires: 01-25-88

State of Utah )  
County of Salt Lake ) ss

On this 8th day of May, 1987, before me Patricia Ehman a Notary Public in and for said state, personally appeared Arie C. Bogerd, Managing Director, Stichting Mayflower Recreational Fonds, known to me to be the person who executed the within Cooperative Agreement in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Patricia Ehman  
Notary Public  
Salt Lake, Utah

My Commission Expires:  
01-25-88

State of UTAH )  
County of SALT LAKE ) ss

On this 11th day of MAY, 1987, before me LEON C. WALLACE, a Notary Public in and for said state, personally appeared DONALD J. TOLOVICH, Grants Officer, known to me to be the person who executed the within Cooperative Agreement in behalf of said United States Bureau of Reclamation and acknowledged to me that he executed the same for the purposes therein stated.

Leon C. Wallace  
Notary Public

My Commission Expires:  
APRIL 10, 1990

SPECIAL PROVISIONS  
FOR  
GRANTS AND COOPERATIVE AGREEMENTS

The following provisions apply only to recipients of grants or cooperative agreements awarded by the Bureau of Reclamation (BOR), Upper Colorado Region. In addition, these provisions shall be incorporated into all subcontracts awarded by recipients when subcontractors are performing substantive programmatic work under a recipient's grant or cooperative agreement.

1. Grant or Cooperative Agreement Modification Procedures. Authority to modify a grant or cooperative agreement on behalf of the BOR is expressly limited to authorized persons who are properly designated as Grant and/or Cooperative Agreement Officers. Authority of the Technical Representative is set forth in the designation of Technical Representative letter and is subject to limitations that do not include the authority to modify a grant or cooperative agreement. Recipients assume all risks, liabilities, and consequences of performing a grant or cooperative agreement in accordance with any written or oral order (including but not limited to direction, instruction, interpretation, or determination) of a person not authorized in writing to issue such an order.

When unforeseen circumstances make a modification to a grant or cooperative agreement necessary, a written request therefore shall be made to the BOR immediately. Mutually agreeable modifications, such as time extensions and/or increases in funding, will be confirmed by written modification to the grant or cooperative agreement prior to performance. Requests for modifications must be accompanied by a revised budget completed in accordance with the applicable Circular budget revision procedures.

2. Subcontracting. None of the substantive programmatic work under this grant or cooperative agreement may be subcontracted without prior approval from the BOR. If approval to subcontract is given, the BOR reserves the right to review and approve solicitation documents and award packages prior to the award of any subcontract. All solicitations and subcontracts shall be in writing with a copy furnished to the BOR.

3. Rights in Technical Data. The Federal Government may publish, reproduce, and use all technical data developed as a result of this grant or cooperative agreement in any manner and for any purpose, without limitation, and may authorize others to do the same.



4. Publication.

a. Publication of the results of any project is authorized in professional journals, trade magazines, or may be made by the BOR subject to the stipulations below. Manuscripts submitted to journals or professional publications for publication will be accompanied by the following notation:

"This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for governmental purposes."

b. One (1) copy of each article planned for publication shall be submitted to the BOR prior to its submission for publication. Prior written comments and/or approval to publish shall be issued by the BOR within 30 days after receipt of request to publish. Ten (10) reprints, of each published article, shall be submitted to the BOR immediately following publication. The BOR shall be notified 10 days in advance of any proposed talks and the technical content thereof.

c. Except for formal publications or public talks described above, disclosure of information gained as a result of work performed under this award shall be accomplished according to BOR procedures or submitted through proper BOR channels.

d. Disclaimer. All manuscripts submitted for publication in magazines, journals, or trade papers shall carry the following notation:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either express or implied, of the U.S. Government."

5. Acknowledgment. All manuscripts submitted for publication in journals will carry the following notations:

"Research supported by the U.S. Department of the Interior, Bureau of Reclamation under Grant or Cooperative Agreement No. 7-FC-40-05040"

6. Reports. All reports due under the grant or cooperative agreement shall meet the following requirements:

a. Quarterly Reports. Recipients shall provide one copy of technical or performance reports quarterly to the designated BOR Technical Representative (TR). The contents of each report shall present the information discussed in the applicable Circular provisions for monitoring and reporting of program performance.

b. Final. Recipients shall provide five (5) copies of a draft final report for review by the designated TR on or before the ending date of the grant or cooperative agreement. The BOR will provide its comments within 30 days after receipt of the draft final report. Recipients' shall provide five (5) camera-ready copies of the approved final report 30 days after receipt of the BOR's review comments. The report shall cover work performed hereunder disclosing all such work and all data and information obtained and results achieved in performance of work under the grant or cooperative agreement, including conclusions and recommendations derived therefrom. The report shall include a complete disclosure of all technical data gathered, techniques developed, investigations made, and methods and processes employed. The report shall be in such full, clear, concise, and exact terms as to enable any qualified person to carry out recommendations made in the report.

7. Government Property. All Government property acquired under this grant or cooperative agreement shall be maintained in an appropriate manner. All property with a value of \$100 or more which is acquired under this grant or cooperative agreement and which is durable in nature will be accounted for to the BOR. Under this accounting procedure, a quarterly list of all new acquisitions shall be made to BOR and an annual 100 percent inventory will be performed and certified by the recipient. BOR personnel will assist in this inventory if necessary and/or if requested to do so by the recipient. All purchases for property of \$1000 and above will be approved by BOR prior to purchase action by the recipient. Any property which is lost shall be reported to the BOR immediately upon detection of the loss with documentation of the cause of loss. All property, regardless of age or condition, shall be returned to the BOR or, upon concurrence by the BOR may be purchased at the depreciated book value, upon completion of the grant or cooperative agreement. Any BOR property loaned under this grant or cooperative agreement will be conveyed to the recipient on a loan document and will be subject to all other property provisions outlined above.

8. Officials Not to Benefit. No member or delegate to Congress, Resident Commissioner, or Federal or State official, shall be admitted to any share or part of the grant or cooperative agreement, or to any benefit that may arise therefrom.

9. Equal Opportunity. During the performance of this grant or cooperative agreement, recipients agree to comply with the Civil Rights Act of 1964, 42 USC 200a et seq., as amended, and Executive Order No. 11246 as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

10. Covenant Against Contingent Fees. Recipients warrant that no person or agency has been employed or retained to solicit or secure this grant or cooperative agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing grants or cooperative agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this grant or cooperative agreement without liability or in its discretion to deduct from the grant or cooperative agreement award, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. Clean Air and Water. (Applicable only if the grant or cooperative agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air and Water Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA), or the grant or cooperative agreement is not otherwise exempt.

a. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure of plan under section 111 (c) or section 111 (d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)). "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a state under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a recipient or subcontractor, used in the performance of a grant or cooperative agreement or subcontract. When a location or site of operation includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. Recipients agree--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of the grant or cooperative agreement;

(2) That no portion of the work required by this grant or cooperative agreement will be performed in a facility listed on the EPA List of Violating Facilities on the date when this grant or cooperative agreement was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the grant or cooperative agreement is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

12. Convict Labor. In connection with the performance of work under this grant or cooperative agreement, recipients agree not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 [18 USC 4082(c)(2) Executive Order No. 11755, December 29, 1973.]

13. Affirmative Action for Special Disabled and Vietnam Era Veterans.

a. Definitions.

"Appropriate office of the state employment service system," as used in this clause, means the local office of the Federal/State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that recipients propose to fill from within their own organization" as used in this clause, means employment openings for which no one outside the recipient's organization (including any affiliates, subsidiaries and the parent companies) will be considered and includes any openings that recipients propose to fill from regularly established "recall" lists.

"Openings which recipients propose to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that recipients propose to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (a) Production and nonproduction;
- (b) Plant and office;

- (c) Laborers and mechanics;
- (d) Supervisory and nonsupervisory;
- (e) Technical; and
- (f) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that recipients propose to fill from within their own organization or under a customary and traditional employer-union hiring agreement, nor openings in an educational institution that are restricted to students of that institution.

b. General.

(1) Regarding any position for which the employee or applicant for employment is qualified, recipients shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. Recipients agree to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans status in all employment practices such as--

- (a) Employment;
- (b) Upgrading;
- (c) Demotion or transfer;
- (d) Recruitment;
- (e) Advertising;
- (f) Layoff or termination;
- (g) Rates of pay or other forms of compensation; and
- (h) Selection for training, including apprenticeship.

(2) Recipients agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

c. Listing openings.

(1) Recipients agree to list all suitable employment openings existing at grant or cooperative agreement award occurring during grant or cooperative agreement performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any

recipient facility, including one not connected with performing this grant or cooperative agreement. An independent corporate affiliate is exempt from this requirement.

(2) Recipients holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve recipients from any requirements of executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever recipients become contractually bound to the listing terms of this clause, it shall advise the state employment service, in each state where it has establishments, of the name and location of each hiring location in the state. As long as recipients are contractually bound to these terms and have so advised the state system, it need not advise the state system of subsequent grants or cooperative agreements. Recipients may advise the state system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances an employment opening may not be suitable for listing including situations when (a) the Government's needs cannot reasonably be supplied, (b) listing would be contrary to national security, or (c) the requirement of listing would not be in the Government's interest.

d. Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above do to apply to openings that recipients propose to fill from within their own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

e. Postings.

(1) Recipients agree to post employment notices stating (a) recipient's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (b) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Grant and/or Cooperative Agreement Officer.

(3) Recipients shall notify each labor union or representative of workers with which they have a collective bargaining agreement or other contract understanding, that recipients are bound by the terms of the Act, and are committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

f. Noncompliance. If recipients do not comply with requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

g. Subcontracts. Recipients shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. Recipients shall act as specified by the Director to enforce the terms, including action for noncompliance.

14. Affirmative Action for Handicapped Workers.

a. General.

(1) Regarding any position for which the employee or applicant for employment is qualified, recipients shall not discriminate against any employee or applicant because of physical or mental handicap. Recipients agree to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--

- (a) Employment;
- (b) Upgrading;
- (c) Demotion or transfer;



- (d) Recruitment;
- (e) Advertising;
- (f) Layoff or termination;
- (g) Rates of pay or other forms of compensation; and
- (h) Selection for training including apprenticeship.

(2) Recipients agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973, (29 U.S.C. 793) (the Act), as amended.

b. Postings.

(1) Recipients agree to post employment notices stating (a) recipients' obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (b) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), provided by or through the Grant and/or Cooperative Agreement Officer.

(3) Recipients shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that recipients are bound by the terms of section 503 of the Act and are committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

c. Noncompliance. If recipients do not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

d. Subcontracts. Recipients shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. Recipients shall act as specified by the Director to enforce the terms, including action for noncompliance.

15. Invoice Requirements. To assist the Government in making timely payments, recipients are requested to furnish an original invoice to the following address:

Department of the Interior  
Bureau of Reclamation  
.Utah Projects Office, Attention: Steve Noyes  
.P.O. Box 1338  
.Provo, Utah 84603

In addition, recipients shall furnish one copy of the invoice to the following address:

Department of the Interior  
Bureau of Reclamation  
P.O. Box 11568, Code UC-823  
Salt Lake City, UT 84147

Each Standard Form 270, Request for Advance or Reimbursement, shall be supported by a detailed cost breakdown. The cost breakdown shall include the following type of information:

- (1) labor costs by trade or job classification,
- (2) description of specific tasks performed,
- (3) dates work performed,
- (4) supplies, materials, or equipment purchased,
- (5) travel costs, including number of personnel traveling, number of vehicles used, mileage, etc.,
- (6) cost of any subcontract work performed and dates of performance, and
- (7) overhead costs.

16. Minority Business Enterprise Development. (RFAM 85-4)

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. In particular, recipients should:

1. Place minority business firms on bidder's mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.

4. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, DOI, the Business Utilization and Development Specialists who reside in each DOI bureau and office, and similar state and local offices, where they exist.

17. Availability of Funds for the Next Fiscal Year. Funds are not presently available for performance under this grant or cooperative agreement beyond September 30, 1987. The BOR's obligation for performance of this grant or cooperative agreement beyond that date is contingent upon the availability of appropriated funds from which payment for grant or cooperative agreement purposes can be made. Each fiscal year, upon appropriation of funds, recipients shall be officially notified of the amount of funds reserved for performance.

18. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

a. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

b. Recipients hereby agree to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Recipients further agree to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of recipients' compliance with this clause.

c. As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

19. Small Business and Small Disadvantaged Business Subcontracting Plan. This clause does not apply to small business concerns.

a. "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Grant and/or Cooperative Agreement Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government recipient subcontractor calling for supplies or services required for performance of the grant or cooperative agreement or subcontract.

b. Recipients, upon request by the Grant and/or Cooperative Agreement Officer, shall submit and negotiate a subcontracting plan, where applicable, which addresses separately subcontracting with small business concerns and small disadvantaged business concerns and which shall be included in and made a part of the resultant grant or cooperative agreement. The subcontracting plan shall be negotiated within the time specified by the Grant and/or Cooperative Agreement Officer. Failure to submit and negotiate the subcontracting plan shall make recipients ineligible for award of a grant or cooperative agreement.

c. Recipient's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. Recipients shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (a) Total dollars planned to be subcontracted;
- (b) Total dollars planned to be subcontracted to small business concerns; and
- (c) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (a) small business concerns and (b) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not indirect costs are included in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (a) small business concerns and (b) small disadvantaged business concerns.

(7) The name of the individual employed by the recipients, if any, who will administer the subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts recipients will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that recipients will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that recipients will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$100,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by recipients.

(10) Assurances that recipients will (a) cooperate in any studies or surveys as may be required, (b) submit periodic reports in order to allow the government to determine the extent of compliance by recipients with the

subcontracting plan, (c) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (d) ensure that their subcontractors agree to submit Standard Forms 294 and 295.

d. Recipients acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

(11) A recitation of the types of records recipients will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of their efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(a) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(b) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether small business concerns were solicited and, if not, why not, (2) whether small disadvantaged business concerns were solicited and if not, why not, and (3) if applicable, the reason award was not made to a small business concern.

(d) Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate small and small disadvantaged business sources.

(e) Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.

(f) On a grant or cooperative agreement basis, records to support award data submitted by recipients to the Government, including the name, address, and business size of each subcontractor. Recipients having company or division-wide annual plans need not comply with this requirement.

e. In order to effectively implement this plan to the extent consistent with efficient grant or cooperative agreement performance, recipients shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate to participation by such concerns. Where the recipients' lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

f. A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the recipient by this clause; provided, (1) the master plan has been approved, (2) recipients provide copies of the approved master plan and evidence of its approval to the Grant and/or Cooperative Agreement Officer, and (3) goals and any deviations from the master plan deemed necessary by the Grant and/or Cooperative Agreement Officer to satisfy the requirements of this grant or cooperative agreement are set forth in the individual subcontracting plan.

g. (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to recipients' production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, recipients shall, with the concurrence of the Grant and/or Cooperative Agreement Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the BOR.

(3) The approval plan shall remain in effect during recipients' fiscal year for all of recipient's commercial products.

h. Prior compliance of recipients with other such subcontracting plans under previous contracts will be considered by the Grant and/or Cooperative Agreement Officer in determining the responsibility of recipients for award of the grant or cooperative agreement.

i. The failure of recipients or subcontractor to comply in good faith with (1) the clause of this grant or cooperative agreement entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the grant or cooperative agreement.

20. Utilization of Women-Owned Small Businesses.

a. "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day to day management of the business.

b. It is the policy of the United States that women-owned businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

c. Recipients agree to use their best efforts to give women-owned small businesses the maximum practicable opportunity to participate in any subcontracts awarded to the fullest extent consistent with the efficient performance of their grant or cooperative agreement.

21. Buy American Act--Supplies.

a. The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in the clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United



States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b.(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this grant or cooperative agreement.

b. Recipients shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended.)

22. Permits and Responsibilities. The recipient shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The recipient shall also be responsible for all damages to persons or property that occur as a result of the recipient's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The recipient shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the grant or cooperative agreement.

23. Administration of Permits and Responsibilities. In addition to being responsible for damages resulting from its fault or negligence, the recipient shall be responsible for all damages to persons or property, except for damages caused by the Government.

PART VIII

ASSURANCES (NONCONSTRUCTION)

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars Nos. A-87 and A-102, and Executive Order 12372, as they relate to the application, acceptance, and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.

9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer of the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

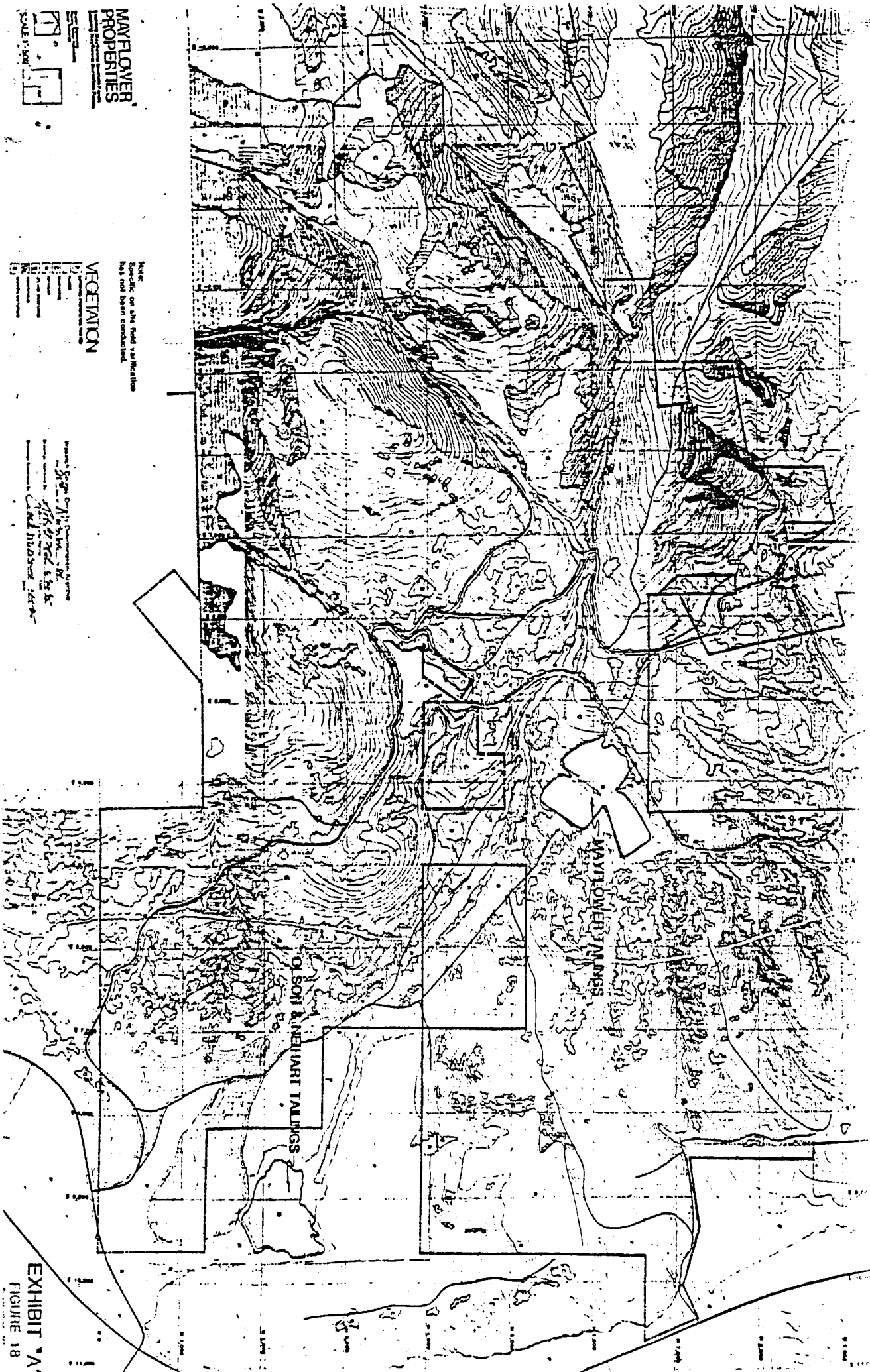
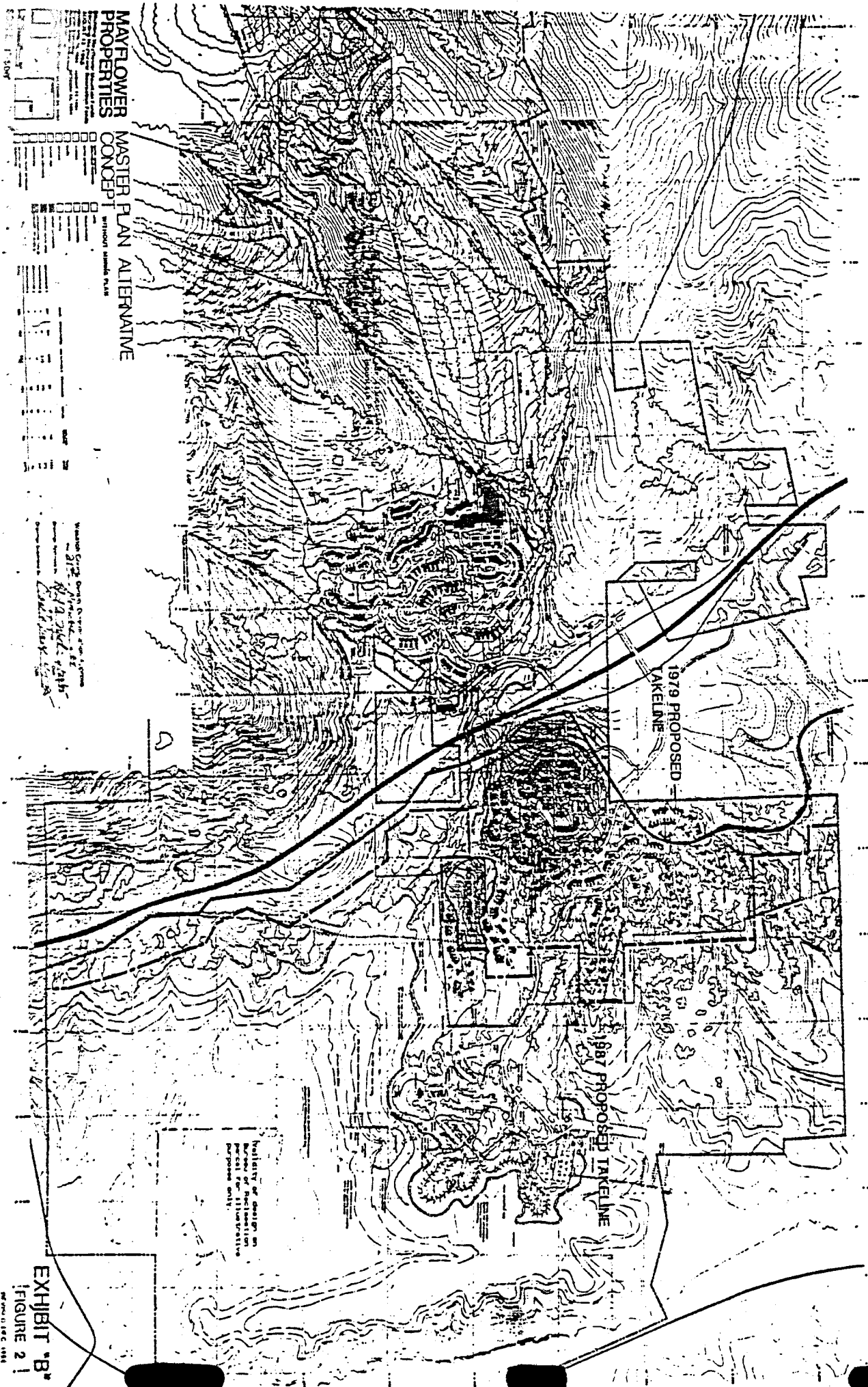


EXHIBIT "A"  
FIGURE 18



MAYFLOWER  
PROPERTIES  
MASTER PLAN ALTERNATIVE  
CONCEPT  
WITHOUT TAKELINE PLAN

1979 PROPOSED  
TAKELINE

1987 PROPOSED  
TAKELINE

Facility of design in  
Area of Reclamation  
project for 1987 proposed only.

EXHIBIT "B"  
FIGURE 2  
MAY 1987