

Project No. STP - 0097(2)0
Parcel Nos. 1B, 1B:E, 1B:2E, 1F, 1F:E, 11, 11:E, 11:2E
Reclamation Contract No. 7-LM-40-01310
UDOT Project No. STP-0097(2)0

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

**WEBER BASIN PROJECT
LAYTON CANAL**

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made and entered into this 27th day of November 1996, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary hereto, commonly known and referred to as Reclamation Laws, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the UNITED STATES, represented by the Officer executing this instrument, and UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah, hereinafter referred to as UDOT.

WITNESSETH, THAT:

WHEREAS, UDOT desires to widen, operate, and maintain an existing two-lane, limited access transportation expressway highway and related improvements, including curb-gutter and sidewalks, hereinafter referred to as the highway, across lands which were acquired in fee title by the United States, acting through the Bureau of Reclamation, for the construction, operation, and maintenance of the Layton Canal, Weber Basin Project; and

WHEREAS, UDOT will need perpetual easements and temporary easements to widen said highway; and

WHEREAS, the widening of said highway will affect a developed area of the United States lands presently utilized by the Weber Basin Water Conservancy District, hereinafter referred to as the District; and

WHEREAS, the United States presently holds a perpetual easement on UDOT lands to operate and maintain the Layton Canal and associated appurtenances in its present alignment; and

WHEREAS, the highway, with the proper safeguards, will not be incompatible with project purposes;

NOW THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agrees as follows:

1. UDOT shall purchase the easements, as described in Article 2 hereof, upon the terms herein expressed, and shall execute and deliver this Contract and Grant of Easement to the United States. Upon execution of the Contract and Grant of Easement by the United States, UDOT shall immediately remit to the United States a Cashier's Check (made payable to Bureau of Reclamation) in the amount of TWO THOUSAND AND NO/100s DOLLARS (\$2,000.00), as follows:

\$ 200.00	Reimbursement of United States administrative costs
<u>\$1,800.00</u>	Purchase price of the easement rights granted herein.
\$2,000.00	Total amount due

E# 1445843 BK 1839 PG25 15
DOUG CROFTS, WEBER COUNTY RECORDER
18-DEC-96 852 AM FEE \$.00 DEP MH
REC FOR: UTAH DEPT. OF TRANSPORTATION

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2. The United States hereby grants to UDOT, its successors and assigns, the following described interest in real property situation in the County of Weber, State of Utah, to-wit:

A perpetual easement across a parcel of land for a two-lane highway known as UDOT Project No. STP-0097(2)0 being part of an entire tract of property, situated in Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Parcel No. 0097:11:EX

PT 09-073-0029-1

A perpetual easement for the widening of an existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097, being part of an entire tract of property situated in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the northerly right-of-way line of said project at a point 15.350 m (50.36 ft) perpendicularly distant northerly from the centerline of said project at Engineer Station 9+373.190, said point also being approximately 398.717 m (1308.13 ft) West (N. 89°45'19" W. highway bearing) along the section line and 173.898 m (570.53 ft) N. 00°14'41" W. (North highway bearing) from the southeast corner of said Section 16, and running thence South (S. 00°15'38" W. highway bearing) 39.839 m (130.71 ft) to the southerly right-of-way line of said project; thence No. 50°24'05" W. (N 50°08'52" W. highway bearing) 6.526 m (21.41 ft) to the west line of the United States' property; thence North (N. 00°15'38" E. highway bearing) 39.839 m (130.71 ft) to the northerly right-of-way line of said project; thence S. 50°24'05" E. (S. 50°08'52" E. highway bearing) 6.526 m (21.41 ft) 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. The above described parcel of land contains 200.352 square meters (2,157 sq. ft) in area of 0.020 hectare (0.050 acre), more or less. As shown on Exhibit "B".

Also,

Parcel No. 0097:1B:EX

PT 09-073-0030-1

A perpetual easement for the widening of an existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097. Said parcel of land situated in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M. Said parcel of land is described as follows:

Beginning on the southerly right-of-way line of said project at a point 14.705 m (48.24 ft) perpendicularly distant southerly from the centerline of said project at Engineer Station 8+964.464, said point also being approximately 799.89 m (2624.31 ft) West (N. 89°45'19" W. highway bearing) along the section line and 221.966 m (728.23 ft) North (N. 00°04'31" E. highway bearing) from the southeast corner of said Section 16, and running thence North (N. 00°26'19" E. highway bearing) 2.108 m (6.92 ft) to the existing south right-of-way line of 5500 South Street; thence east (S. 89°03'30" E. highway bearing) 32.004 m (105.00 ft) along said existing south right-of-way line of 5500 South Street; thence South (S. 00°26'19" W. highway bearing) 2.112 m (6.93 ft) to the southerly highway right-of-way line of said project; thence West (N. 89°03'04" W. highway bearing) 32.004 m (105.00 ft) along said highway right-of-way line of said project to the point beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above

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described parcel of land contains 67.528 square meters (727 sq. ft.) In area or 0.007 hectare (0.017 acre), more or less. As shown on Exhibit "A".

Also,

Parcel No. 0097:1F:EX PT 09-073-0028 /

A perpetual easement for the widening of an existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097. Said parcel of land situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the northerly right-of-way line of said project at a point 10.058 m (33.00 ft) perpendicularly distant northerly from centerline of said project at engineer Station 8+967.285, said point also being approximately 796.726 m (2613.93 ft) West (N. 89°45'19" W. highway bearing) along said section line and 246.900 m (810.04 ft) North (N. 00°04'58" E. highway bearing) from the southeast corner of said Section 16, and running thence S. 89°51'00" E. (S. 89°03'04" E. highway bearing) 27.432 m (90.00 ft) along said northerly right-of-way line to the United States' east property line; thence S. 00°09'00" W. (S. 00°26'26" W. highway bearing) 2.535 m (8.32 ft) along said east property line; thence N. 89°51'00" W. (N. 89°03'30" W. highway bearing) 27.432 m (90.00 ft) along the existing right-of-way line; thence N. 00°09'00" E. (N. 00°26'09" E. highway bearing) 2.538 m (8.33 ft) along the United States' west property 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. The above described parcel of land contains 69.583 square meters (749 sq. ft.) In area or 0.007 hectare (0.017 acre), more or less. As shown on Exhibit "A".

Also,

Parcel No. 0097:1B:2E PT 09-073-0030 /

A perpetual drainage and slope easement, upon part of an entire tract of property situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M., in Weber County, Utah, for the purpose of constructing thereon storm drainage culverts, cut and fill slopes and appurtenant parts thereof incident to the widening of the existing roadway, state Route 97 (Roy 5600 South), known as Project No. 0097.

Said part of an entire tract is a strip of land 3.000 m (9.84 ft) wide adjoining southerly the following described portion of the southerly right-of-way line of said project:

Beginning on the southerly right-of-way line of said project at a point 14.705 m (48.24 ft) perpendicularly distant southerly from the centerline of said project at Engineer Station 8+996.468, said point also being approximately 767.886 m (2519.31 ft) West (N. 89°45'19" W. highway bearing) along the section line and 221.503 m (726.72 ft) North (N. 00°04'31" E. highway bearing) from the southeast corner of said Section 16, and running thence West (N. 89°03'04" W. highway bearing) 4.000 m (13.12 ft) along said southerly right-of-way line of said project. The above described strip of land contains 12.000 square meters (129 sq. ft.) In area or 0.001 hectare (0.003 acre), more or less.

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The boundary lines of said easement shall be prolonged and/or shortened to begin and end on, and conform to, the United States' property line.

(Note: All bearings and distances on the above description are based upon the Utah State Plane Coordinate Modified System.)

It is agreed hereby, that the United States, by consent of the UDOT, shall have the right to lessen but not increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation. Thereafter, said UDOT is relieved of any further claim or demand for costs, damages, or maintenance charges after the United States/District has inspected said project, which may accrue against said cut and/or fill slopes and appurtenant parts thereof. As shown on Exhibit "A".

Also,

Parcel No. 0097:11:2E

PT 09-073-0029 /

A perpetual drainage easement, upon part of an entire tract of property situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M., in Weber County, Utah, for the purpose of constructing drainage systems and appurtenant parts thereof incident to the widening of the existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097. Said part of an entire tract is a parcel of land described as follows:

Beginning on the northerly right-of-way line of said project at a point 15.350 m (50.36 ft) perpendicularly distant northerly from the centerline of said project at Engineer Station 9+373.190, said point also being approximately 398.717 m (1308.13 ft) West (N. 89°45'19" W. highway bearing) along the section line and 173.898 m (570.53 ft) N. 00°14'41" W. (North highway bearing) from the southeast corner of said Section 16, and running thence N. 50°24'05" W. (N. 50°08'52" W. highway bearing) 6.526 m (21.41 ft) to the west line of United States' property; thence North (N. 00°15'38" E. highway bearing) 2.595 m (8.51 ft) along the west line of United States' property; thence S. 50°24'05" E. (S. 50°08'52" E. highway bearing) 6.526 m (21.41 ft) to the east line of United States' property; thence South (S. 00°15'38" W. highway bearing) 2.595 m (8.51 ft) to the point of beginning. The above described part of an entire tract of land contains 13.050 square meters (140 sq. ft.) in are or 0.001 hectare (0.003 acre), more or less.

(Note: All bearings and distances on the above description are based upon the Utah State Plane Coordinate Modified System.)
As shown on Exhibit "B."

Also,

Parcel No. 0097:11:E

PT 09-073-0031 /

A temporary construction easement, upon part of an entire tract of property situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M., in Weber County, Utah, for the purpose of removing existing structures and appurtenant parts thereof incident to the widening of the existing roadway,

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State Route 97 (Roy 5600 South), know as Project No. 0097. Said part of an entire tract is a parcel of land described as follows:

Beginning on the southerly right-of-way line of said project at a point 15.350 m (50.360 ft) perpendicularly distant southerly from the centerline of said project at Engineer Station 9+392.053, said point also being approximately 403.908 m (1325.16 ft) West (N. 89°45'19" West. highway bearing) along the section line and 138.220 m (453.48 ft) N. 00°14'41" W. (North highway bearing) from the southeast corner of said Section 16, and running thence S. 50°24'05 E. (S. 50°08'52" E. highway bearing) 6.526 m (21.41 ft); thence South (S. 00°15'38" W. highway bearing) 34.000 m (111.55 ft) along the east line of United States' property; thence West (N. 89°45'19" W. highway bearing) 5.029 m (16.50 ft) to the west line of United States' property; thence North (N. 00°15'38" E. highway bearing) 38.161 m (125.20 ft) to the point of beginning. The above described part of an entire tract contains 181.449 square meters (1,953 sq. ft.) in area or 0.018 hectare (0.045 acre), more or less. As shown on Exhibit "B."

After said existing structures are removed on the above-described part of an entire tract at the expense of UDOT, UDOT is relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said removed structures and appurtenant parts thereof.

The hereinabove temporary work easement shall expire upon completion of the removal of said existing structures or three (3) years after the date of execution of the within instrument, whichever occurs first.

Also,

Parcel No. 0097:1B:E PT 09 - 073 - 0030 /

A temporary easement, upon part of an entire tract of property situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M., in Weber County, Utah, for the purpose of constructing thereon cut and fill slopes and appurtenant parts thereof incident to the widening of the existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097.

Said part of an entire tract is a strip of land 3.000 m (9.84 ft) wide adjoining southerly the following described portion of the southerly right-of-way line of said project:

Beginning on the southerly right-of-way line of said project at a point 14.705 m (48.24 ft) perpendicularly distant southerly from the centerline of said project at Engineer Station 8+964.464, said point also being approximately 799.89 m (2624.31 ft) West (N. 89°45'19" W. highway bearing) along the section line and 221.966 m (728.23 ft) North (N. 00°04'31" E. highway bearing) from the southeast corner of said Section 16, and running thence East (S. 89°03'04" E. highway bearing) 28.004 m (91.88 ft) along said southerly right-of-way line of said project. The above described strip of land contains 84.012 square meters (904 sq. ft.) in area or 0.008 hectare (0.021 acre), more or less. As shown on Exhibit "A".

The boundary lines of said easement shall be prolonged and/or shortened to begin and end on, and conform to, the United States' property line.

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It is agreed hereby, that the United States, by consent of UDOT, shall have the right to lessen but not increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above-described lands at the expense of UDOT. Thereafter, UDOT is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said cut and/or fill slopes and appurtenant parts thereof.

The hereinabove temporary work easement shall expire upon the completion of the construction of said cut and fill slopes, and appurtenant parts of the roadway, or three (3) years after the date of execution of the within instrument, whichever occurs first.

Also,

Parcel No. 0097:1F:E pt 09-073-0028 /

A temporary easement, upon part of an entire tract of property situate in the SW 1/4 SE 1/4 of Section 16, T. 5 N., R. 2 W., S.L.B.&M., in Weber County, Utah, for the purpose of constructing thereon cut and fill slopes and appurtenant parts thereof incident to the widening of the existing roadway, State Route 97 (Roy 5600 South) known as Project No. 0097.

Said part of an entire tract is a strip of land 3.000 m (9.84 ft) wide adjoining northerly the following described portion of the northerly right-of-way line of said project:

Beginning on the northerly right-of-way line of said project at a point 10.058 m (33.00 ft) perpendicularly distant northerly from centerline of said project at Engineer Station 8+967.285, said point also being approximately 796.726 m (2613.93 ft) West (N. 89°45'19" W. highway bearing) along said section line and 246.900 m (810.04 ft) North (N. 00°04'58" E. highway bearing) from the southeast corner of said Section 16, and running thence S. 89°17'45" E. (S. 89°03'04" E. highway bearing) 27.432 m (90.00 ft) along said northerly right-of-way line of said project to the United States' east property line. The above described strip of land contains 82.297 square meters (886 sq. ft.) in area or 0.008 hectare (0.020 acre), more or less.

The boundary lines of all said temporary easements shall be prolonged and/or shortened to begin and end on, and conform to, the United States' property lines.

It is agreed hereby, that the United States, by consent of UDOT, shall have the right to lessen but not increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above-described lands at the expense of UDOT. Thereafter, UDOT is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said cut and/or fill slopes and appurtenant parts thereof.

All of the hereinabove temporary easements shall expire upon the completion of the construction of said cut and fill slopes, or three years after the date of execution of the within instrument, whichever occurs first. As shown on Exhibit "A".

3. The United States hereby reserves the right with the written approval of UDOT to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the easements granted herein

4. UDOT agrees to indemnify and hold harmless the United States, and the District against any and all loss or damage and from liability on account of personal injury, property damage, or claims for personal injury or death arising from its occupancy or use of United States lands or any other rights granted under this Contract and Grant of Easement.

5. UDOT agrees to obtain the approval of the United States and the District for all its plans and specifications pertaining to their facilities and replacing the existing fence and modification of the canal structure prior to any construction to include any changes or additions to said plans during construction. All of UDOT's plans and specifications shall comply with UDOT's "Standard Specifications for the Widening of the Road Construction".

6. Any proposed additional or subsequent uses by UDOT or others of lands or facilities covered under these easements must be authorized in advance, in writing by the United States. Additional construction, relocation, or use of the easements granted herein which is not in accordance with this Contract and Grant of Easement shall not be initiated without prior written approval of the United States and the District. Copies of the application and Contract and Grant of Easement shall be available to construction, operation, and maintenance personnel, as well as personnel to the United States and the District, during operations.

7. All activity within the easement area herein described shall be conducted in accordance with the protective criteria contained in Exhibit "C" attached hereto and by this reference made a part hereof.

8. Grantee agrees to reduce impact to soil, vegetation, wildlife and visual resources by limiting the amount of surface disturbance on those portions of the above-described lands not occupied by streets or public purpose improvements.

9. All United States land areas (except portions that will be covered by asphalt surfacing) where soils and surface materials are disturbed through actions incident to construction, operation, and maintenance shall be restored by Grantee to their natural state insofar as practicable by water barring, scarifying, leveling, reseeding, or other practice as prescribed by the United States and to its satisfaction.

10. During construction, operation, and maintenance, Grantee shall be particularly alert to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the easement granted herein. Should sites, ruins, or artifacts be discovered during these operations, Grantee will immediately suspend work involving the area in question, and advise the United States of suspected values. Grantee shall promptly have the area inspected to determine significance of values and consult with the United States on appropriate actions to follow (recovery, etc., and resumption of work). Cost of any recovery work shall be borne by Grantee. Grantee shall provide the United States with a copy of any cultural resources survey reports concerning sites located on the easement and shall develop a mitigation plan acceptable to the State Historic Preservation Officer (SHPO) for those significant sites subject to an adverse impact. All objects of antiquity recovered from public lands are the property of the United States and shall be turned over to the Bureau of Reclamation. Grantee is responsible for obtaining required SHPO clearance for any additional survey and report completed.

11. Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of by Grantee in an appropriate manner (State of Utah approved sanitary landfill).

12. Grantee shall comply with existing County, State, and Federal laws concerning the protection and preservation of game, and nongame wildlife species.

13. Grantee shall comply with all State and Federal regulations and laws pertaining to water quality, public health and public safety.

14. UDOT shall notify the United States and the District by telephone five (5) days in advance of its intent to commence any construction operations associated with this Contract and Grant of Easement.

15. UDOT has designated Kent Nichols, Project Engineer, telephone (801) 621-6162 as representative for field operations who shall be the sole representative of UDOT and UDOT's contractors in dealings with the United States.

16. It is acknowledged and agreed by the parties hereto that the United States has inspected the land area covered by the easements granted herein and found them to be free from contamination by hazardous materials of any kind. Removal and clean-up of future contamination caused by UDOT, including broken asphalt, resulting from UDOT's use of the rights granted herein shall be the sole responsibility of UDOT and be done at the sole expense of UDOT and shall be accomplished in compliance with all applicable Federal and State laws and regulations.

17. UDOT agrees that in all operations conducted under the rights granted herein, shall comply with applicable State and Federal laws and regulation concerning the use of poisonous substances, including insecticides, herbicides, fungicides, rodenticides, and other similar substances. Prior to the use of such substances on or near the easements, UDOT shall obtain from the United States, approval of a written plan of such use. The plan shall state the type and quantity of material to be used, the pest to be controlled, the method of application, or such other information as may be required. All use of such substance on or near the easements shall be in accordance with the approved plan. If the use of a poison is prohibited by the Environmental Protection Agency (EPA), it shall not be used. If use of a poison is limited by the EPA, it shall be used only in accordance with that limitation.

18. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the Grantee's work; provided, however, that if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within 10 years following the date of this grant, they will not be exercised unless the Grantee or Grantee's successor in interest, is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate, or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of Grantee's works to accommodate the exercise of the United States' reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense may mitigate the damages by reconstructing the Grantee's works to accommodate the United States' facilities, or may provide other adequate mitigation measures for any damage to the Grantee's property or right. The decision to compensate or mitigate is that of the appropriate Regional Director.

19. If UDOT violates the terms and conditions of this Contract and Grant of Easement, title to the easements granted herein will revert to the United States following written notice by the United States to UDOT.

20. UDOT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract and Grant of Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by UDOT for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract and grant without liability,

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

22. The provision of this document shall run in favor of and bind the assigns of the United States and the successors and assigns of UDOT.

23. The terms of this Contract and Grant of Easements will survive the grant provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

UNITED STATES OF AMERICA

Approved

Christopher B Rice
Reg. Solicitor's Office

By: Charles A. Keller
Regional Director
Upper Colorado Region
Bureau of Reclamation
Department of the Interior

UTAH DEPARTMENT OF TRANSPORTATION

By: [Signature]
Title: Chief of Right-of-Way

APPROVED:

ATTEST:

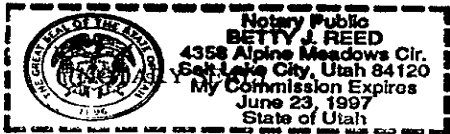
By: Mark D. Anderson
Title: Mark D. Anderson
District Engineer

WEBER BASIN WATER
CONSERVANCY DISTRICT
By: Ivan W. Flint
Title Ivan W. Flint
District Manager

ACKNOWLEDGMENT FOR UNITED STATES

State of Utah)
) ss.
County of Salt Lake)

On the 27th day of November, 1996, personally appeared before me Charles A. Culbun, known to me to be the _____ Regional Director of the Bureau of Reclamation, Upper Colorado Region, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.



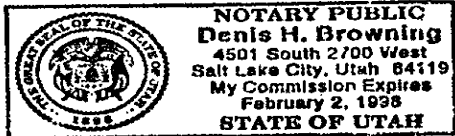
Betty J. Reed
Notary Public in and for the
State of Utah
Residing at Salt Lake City

ACKNOWLEDGMENT FOR UDOT

State of Utah)
) ss.
County of Salt Lake)

On the 23rd day of October, 1996, personally appeared before me _____, known to me to be the Chief of Right-of-Way, Utah Department of Transportation, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the Utah Department of Transportation pursuant to authority delegated to him.

(NOTARY SEAL)



Denis H. Browning
Notary Public in and for the
State of UTAH
Residing at 283 E. 100 N.
CENTERVILLE