

REC NOTE AB

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SECURITY TITLE CO.  
88 JUL 13 PM 2:01

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY JKH JH 50

Parcels Nos. JDR-Hy-189-61:29  
JDR-Hy-189-61:29:A  
JDR-Hy-189-61:33  
JDR-Hy-189-61:33:A  
JDR-Hy-189-61:29:6EP  
JDR-Hy-189-61:33:EP  
JDR-Hy-189-61:33:ET  
JDR-Hy-189-61:29:ET  
JDR-Hy-189-61:29:2ET  
JDR-Hy-189-61:29:3ET  
JDR-Hy-189-61:29:4ET  
JDR-Hy-189-61:29:5ET

Contract No. 8-07-40-L2380

24318-5

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

RELOCATION OF U.S. HIGHWAY 189  
JORDANELLE DAM AND RESERVOIR  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 6th day of June, 1988, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

URE RANCHES, INC.,  
a Utah Corporation

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed, with covenants of warranty, convey to the United States, free of lien or encumbrance, except as otherwise provided herein, the following-described real estate situated in the County of Summit, State of Utah, to-wit:

PARCEL NO. JDR-Hy-189-61:29 (Fee Title)

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

Beginning in the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  at a point One Hundred (100.0) feet perpendicularly distant northerly from the centerline of said project, which point is approximately One Hundred Seventy and Ninety-seven Hundredths (170.97) feet North (North 0°33'49" West highway bearing) from the South Quarter corner of said Section 18; thence South 89°51'00" East Eighteen Hundred Twenty-five and Fifteen Hundredths (1825.15) feet, more or less, to the East boundary fenceline of said entire tract; thence North (North 0°22'21" East highway bearing) Eighty-one (81.0) feet, more or less, along said easterly boundary fenceline to a point Forty (40.0) feet perpendicularly distant northerly from the centerline of said access road known as "T" Line for said project; thence North 89°51'00" West Eighteen Hundred Twenty-six and Forty-seven Hundredths (1826.47) feet, more or less, to said West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence South (South 0°33'49" East highway bearing) Eighty-one (81.0) feet, more or less, along said West line to the point of beginning, containing Three and Forty Hundredths (3.40) acres, more or less, as shown on the official map of said project on file in the office of the Utah Department of Transportation.

DESCRIPTION CERTIFIED CORRECT

*W. H. Lawrence*  
Name  
11/6/57  
Date

ALSO,

PARCEL NO. JDR-Hy-189-61:29:A (Fee Title)

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

Beginning at the South Quarter corner of said Section 18; thence East (North 89°30'07" East highway bearing) Eighteen Hundred Twenty-two and Fifty-five Hundredths (1822.55) feet, more or less, along the South line of said Section 18 to the East boundary fenceline of said entire tract; thence North (North 0°22'21" East highway bearing) One Hundred Fifty and Thirty-four Hundredths (150.34) feet, more or less, along said East boundary fenceline to a point One Hundred (100.0) feet perpendicularly distant northerly from the centerline of said project; thence North 89°51'00" West Eighteen Hundred Twenty-five and Fifteen Hundredths (1825.15) feet, more or less, to

the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence South (South 0°33'49" East highway bearing) One Hundred Seventy and Ninety-seven Hundredths (170.97) feet, more or less, along said West line to the point of beginning, containing Six and Seventy-three Hundredths (6.73) acres, more or less, as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO,

PARCEL NO. JDR-Hy-189-61:33 (Fee Title)

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

Beginning in the West boundary line of said entire tract at a point One Hundred (100.0) feet perpendicularly distant northerly from the centerline of said project, which point is Four Hundred Forty-nine and Six Hundred Twenty-five Thousandths (449.625) feet West (South 89°30'07" West highway bearing) and approximately One Hundred Forty-five and Eighty-two Hundredths (145.82) feet North (North 0°22'21" East highway bearing) from the Southeast corner of said Section 18; thence South 89°51'00" East Eighty (80.0) feet, more or less, to a point opposite Engineer Station 564+36.00; thence North (North 0°22'21" East highway bearing) Eighty-one (81.0) feet; thence North 89°51'00" West Eighty (80.0) feet, more or less, to said West boundary line at a point Forty (40.0) feet perpendicularly distant northerly from the centerline of said access road known as "T" Line for said project; thence South (South 0°22'21" West highway bearing) Eighty-one (81.0) feet, more or less, along said West boundary line to the point of beginning, containing Fifteen Hundredths (0.15) of an acre, more or less, as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO,

PARCEL NO. JDR-Hy-189-61:33:A (Fee title)

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

Beginning at the Southeast corner of said entire tract, which point is Thirty-three (33.0) feet West (South 89°30'07" West highway bearing) from the Southeast corner of said Section 18;

thence North (North 0°06'23" West highway bearing) One Hundred Forty-one and Eleven Hundredths (141.11) feet, more or less, along the East boundary line of said entire tract to a point One Hundred (100.0) feet perpendicularly distant northerly from the centerline of said project; thence North 89°51'00" West Four Hundred Fifteen and Forty Hundredths (415.40) feet, more or less, to the West boundary line of said entire tract; thence South (South 0°22'21" West highway bearing) One Hundred Forty-five and Eighty-two Hundredths (145.82) feet, more or less, to the South line of said Section 18; thence East (North 89°30'07" East highway bearing) Four Hundred Sixteen and Six Hundred Twenty-five Thousandths (416.625) feet, along said South line to the point of beginning, containing One and Thirty-seven Hundredths (1.37) acres, more or less; LESS AND EXCEPT Thirty Hundredths (0.30) of an acre, more or less, now occupied by the existing highway, leaving a balance of One and Seven Hundredths (1.07) acres, more or less.

Parcels Nos. JDR-Hy-189-61:29, 61:29:A, 61:33, and 61:33:A contain a total of Eleven and Thirty-five Hundredths (11.35) acres, more or less.

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

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

3b. In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Vendor hereby agrees to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from the Vendor's remaining property contiguous to Parcels Nos. JDR-Hy-189-61:29:A, and JDR-Hy-189-61:33:A.

AND, ALSO,

A perpetual easement, upon part of an entire tract of property, for the purpose of placing and maintaining thereon riprap in an existing channel and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:29:6EP

A parcel of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) and the Southeast Quarter of the Southeast Quarter

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

Beginning at a point Forty (40.0) feet perpendicularly distant northerly from the centerline of an access road known as "T" Line for said project at Engineer Station 22+80.00; said point of beginning is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) and Twelve Hundred Eighty-six and Eighty-one Hundredths (1286.81) feet South 89°51'00" East from the South Quarter corner of said Section 18; thence North 0°09'00" East Seventy (70.0) feet; thence South 89°51'00" East Seventy (70.0) feet; thence South 0°09'00" West Seventy (70.0) feet; thence North 89°51'00" West Seventy (70.0) feet to the point of beginning, containing Eleven Hundredths (0.11) of an acre (4900 square feet), more or less.

ALSO,

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

PARCEL NO. JDR-Hy-189-61:33:EP

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

A strip of land Fifteen (15.0) feet wide, adjoining northerly the following-described portions of the northerly limited-access line and easterly and northerly right-of-way line to said project:

Beginning in the West boundary line of said entire tract at a point One Hundred Eighty-One (181.0) feet perpendicularly distant northerly from the centerline of said project, which point is Four Hundred Forty-nine and Six Hundred Twenty-five Thousandths (449.625) feet West (South 89°30'07" West highway bearing) and approximately Two Hundred Twenty-six and Eighty-two Hundredths (226.82) feet North (North 0°22'21" East highway bearing) from the Southeast corner of said Section 18; thence South 89°51'00" East Eighty (80.0) feet, more or less, to a point opposite Engineer Station 564+36.00; thence South 0°22'21" West Eighty-one (81.0) feet; thence South 89°51'00" East Three Hundred Thirty-five and Forty Hundredths (335.40) feet, more or less, to the East boundary line of said entire tract, containing Seventeen Hundredths (0.17) of an acre, more or less.

Parcels Nos. JDR-Hy-189-61:29:6EP and 61:33:EP contain a total of Twenty-eight Hundredths (0.28) of an acre, more or less.

ALSO,

A temporary construction easement upon the following-described land to facilitate the construction of the aforesaid irrigation facility and appurtenant parts thereof:

PARCEL NO. JDR-Hy-189-61:33:ET

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

A strip of land Fifteen (15.0) feet wide and adjoining northerly and easterly the northerly and easterly sidelines of the above-described Parcel No. JDR-Hy-189-61:33:EP.

Parcel No. JDR-Hy-189-61:33:ET contains a total of Seventeen Hundredths (0.17) of an acre, more or less.

ALSO,

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

PARCEL NO. JDR-Hy-189-61:29:ET

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

Beginning at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the centerline of said project at Engineer Station 543+25.00; said point of beginning is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) and One Hundred Ninety-three and Eighty Hundredths (193.80) feet South 89°51'00" East from the South Quarter corner of said Section 18; thence North 0°09'00" East Twenty (20.0) feet; thence South 89°51'00" East Twenty (20.0) feet; thence South 0°09'00" West Twenty (20.0) feet; thence North 89°51'00" West Twenty (20.0) feet to the point of beginning, containing Nine Thousandths (0.009) of an acre (400 square feet), more or less.

ALSO,

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

PARCEL NO. JDR-Hy-189-61:29:2ET

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

Beginning at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the centerline of said project at Engineer Station 544+90.00; said point of beginning is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) and Three Hundred Fifty-eight and Eighty Hundredths (358.80) feet South 89°51'00" East from the South Quarter corner of said Section 18; thence North 0°09'00" East Twenty (20.0) feet; thence South 89°51'00" East Twenty (20.0) feet; thence South 0°09'00" West Twenty (20.0) feet; thence North 89°51'00" West Twenty (20.0) feet to the point of beginning, containing Nine Thousandths (0.009) of an acre (400 square feet), more or less.

ALSO,

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

PARCEL NO. JDR-Hy-189-61:29:3ET

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

Beginning at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the centerline of said project at Engineer Station 546+95.00; said point of beginning is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) and Five Hundred Sixty-three and Eighty Hundredths (563.80) feet South 89°51'00" East from the South Quarter corner of said Section 18; thence North 0°09'00" East Twenty (20.0) feet; thence South 89°51'00" East Twenty (20.0) feet; thence South 0°09'00" West Twenty (20.0) feet; thence North 89°51'00" West Twenty (20.0) feet to the point of beginning,

containing Nine Thousandths (0.009) of an acre (400 square feet), more or less.

ALSO;

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

PARCEL NO. JDR-Hy-189-61:29:4ET

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

Beginning at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the centerline of said project at Engineer Station 551+55.00; said point of beginning is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) and Ten Hundred Twenty-three and Eighty Hundredths (1023.80) feet South 89°51'00" East from the South Quarter corner of said Section 18; thence North 0°09'00" East Twenty (20.0) feet; thence South 89°51'00" East Twenty (20.0) feet; thence South 0°09'00" West Twenty (20.0) feet; thence North 89°51'00" West Twenty (20.0) feet to the point of beginning, containing Nine Thousandths (0.009) of an acre (400 square feet), more or less.

ALSO,

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

PARCEL NO. JDR-Hy-189-61:29:5ET

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

Beginning in the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the centerline of said project, which point is approximately Two Hundred Fifty-one and Ninety-seven Hundredths (251.97) feet North (North 0°33'49" West highway bearing) from the South Quarter corner of said Section 18; thence North 0°33'49" West Seventy (70.0) feet; thence South

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89°51'00" East Forty (40.0) feet; thence South 0°33'49" East Seventy (70.0) feet; thence North 89°51'00" West Forty (40.0) feet to the point of beginning, containing Six Hundredths (0.06) of an acre, more or less.

Parcels Nos. JDR-Hy-189-61:33:ET, 61:29:ET, 61:29:2ET, 61:29:3ET, 61:29:4ET and 61:29:5ET contain a total of Two Hundred Sixty-six Thousandths (0.266) of an acre, more or less.

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

3c. It is understood and agreed that the rights to be conveyed to the United States, as described in Article 3 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over, or across said lands in existence on such date.

3d. The United States or its assigns, within the easement areas herein described, will: (i) replace or repair with materials of like kind and equal quality any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, existing at the time of execution of this contract by the Vendor that are damaged or destroyed by construction of the relocated U.S. Highway 189 and appurtenant parts thereof; and (ii) the United States or its assigns will restore the easement areas as near as practicable to their original condition after construction of said U.S. Highway 189 and appurtenant parts thereof are completed, but not in any way that will interfere with the purpose of said easements.

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

3f. After said riprap is placed in an existing channel and appurtenant parts thereof and said irrigation facility, diversion boxes, and corral base and appurtenant parts thereof are constructed on the above-described parts of an entire tract 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 improvements and appurtenant parts thereof.

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

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

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3, and approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Fifty-one Thousand Five Hundred and no/100 - - - - -dollars (\$51,500.00 ) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption

of any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

8. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

9. After execution of this contract by the United States, the proper officers and agents of the United States, its contractors, employees, agents, or assigns shall, at all times, have unrestricted access to said property for any purpose, free of any claim for damage or compensation on the part of the Vendor, except as otherwise provided for in this contract. The Vendor may retain possession of the above-described Parcels Nos. JDR-Hy-189-61:29, JDR-Hy-189-61:29:A, and JDR-Hy-189-61:33 (fee title parcels) until June 25, 1988, notwithstanding earlier delivery of the deed as herein provided. The Vendor may retain possession of Parcels Nos. JDR-Hy-189-61:29:6EP, JDR-Hy-189-61:33:EP, JDR-Hy-189-61:33:ET, JDR-Hy-189-61:29:ET, and JDR-Hy-189-61:29:5ET (easement parcels), subject to the easements herein agreed to be conveyed.

10. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies

maintained by the Vendor for the purpose of securing business with others than the United States.

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

13. The terms of this contract will survive the conveyances provided for herein.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above-written.

THE UNITED STATES OF AMERICA

\*Appd. Sol. Off.

[Signature]

By Wayne E. Cook  
Regional Supervisor of  
Water and Land, Bureau of  
Reclamation, Upper Colorado  
Region

URE RANCHES, INC., a Utah  
Corporation

Corporate  
Seal

Robert E. Mc

By J. Edwin Mc  
Title: President

ATTEST:

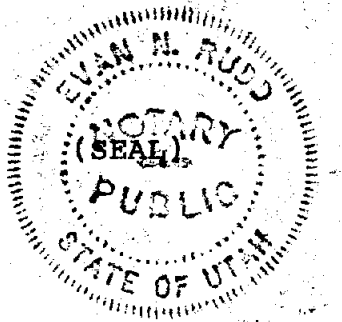
[Signature]  
Title:

ACKNOWLEDGMENT

State of Utah )  
County of Salt Lake ) ss.

On this 6th day of June, 1988, personally appeared before me J. Edwin Ure and J. Edwin Ure, who, being by me duly sworn, did say, each for himself, that he, the said J. Edwin Ure is the President, and that he, the said Robert E. Ure is the Secretary of URE RANCHES, INC., a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and said J. Edwin Ure and Robert E. Ure each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

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



Evan M. Rudd  
Notary Public in and for the  
State of Utah  
Residing at Murray  
My commission expires: 9/21/90