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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: SUNRISE TITLE CO

Parcel Nos. SR-(MIT)-22 (P)

Contract No. 08-LA-40-0150

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

STRAWBERRY RIVER AQUATIC MITIGATION
BONNEVILLE UNIT
CENTRAL UTAH PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 3rd day of August, 2008, in pursuance of The Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly 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, particularly the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575 as amended, and pursuant to the provisions of the Fish and Wildlife Coordination Act of 1934 (16 U.S.C.A. §§ 661-67) as amended, between THE UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Department of the Interior for use by the UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION, and

JOHN R. ANDERSON AND J. FLOYD HATCH, as tenants in common,

hereinafter collectively styled Grantors,

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, it is agreed between the parties hereto as follows:

1. Grantors shall sell and by this Contract and Grant of Easement, with covenants of warranty, grant to the United States, and its assigns, free of lien or encumbrance, except as otherwise provided herein, the following-described interest in real property, situated in the County of Wasatch, State of Utah, to-wit:

A permanent, public pedestrian easement in and to all of the Strawberry River and lands adjacent thereto insofar as said river and lands traverse the following-described land:

PARCEL NO. SR-(MIT)-22 (Perpetual Easement)

A parcel of land situate in the East half of the West half of the Southeast quarter (E1/2W1/2SE1/4) of Section Seventeen (17), Township Four (4) South, Range Nine (9) West, Uintah Special Meridian, Wasatch County, State of Utah, more particularly described as follows:

Beginning at a point on the grantors west property line which is in on the West section line of the East half of the West Half of the Southeast Quarter (E1/2W1/2SE1/4) of said Section Seventeen (17). , being 30 feet South of the high water line on the South side of the Strawberry River,

From the point of beginning, thence North 00°12'54" East along the grantors West property line Ninety-seven and Twenty-five-hundredths (97.25) feet, thence North 85°01'10" East Eighty-seven and Ninety-one-hundredths (87.91) feet, thence South 75°49'30" East One Hundred Ten and Sixty-seven-hundredths (110.67) feet, thence South 73°46'09" East Eighty-six and Twenty-eight-hundredths (86.28) feet, thence North 89°20'56" East One Hundred Thirty-eight and Fifty-hundredths (138.50) feet, thence South 82°28'29" East Eighty-seven and Thirty-eight-hundredths (87.38) feet, thence South 68°10'50" East One Hundred Five and Ninety-three-hundredths (105.93) feet, thence South 82°45'15" East Fifty-eight and Ninety-one-hundredths (58.91) feet to the grantor's East property line, thence South 00°12'54" West along the grantors east property line Ninety and Forty-hundredths (90.40) feet, thence South 84°41'38" West Thirty-eight and Thirty-four-hundredths (38.34) feet, thence North 65°29'25" West Fifty-three and Ninety-six-hundredths (53.96) feet, thence North 71°13'44" West Ninety-five and Seventy-hundredths (95.70) feet, thence North 84°44'41" West Two Hundred Twenty-five and Eighty-five-hundredths (225.85) feet, thence North 75°06'48" West Forty-eight (48.00) feet, thence South 84°01'18" West Fifty-one and Eighty-seven-hundredths (51.87) feet, thence North 63°55'40" West Sixty-one and Twenty-eight-hundredths (61.28) feet, thence South 73°09'04" West Forty-five and Seventy-two-hundredths (45.72) feet, thence North 87°38'17" West Sixty and Fourteen-hundredths (60.14) feet more or less to the point of beginning (The boundaries of said easement shall automatically adjust to accommodate any future changes in the course of the Strawberry River so as to extend always Thirty (30.0) feet beyond the high water line of the Strawberry River insofar as the Grantor's property will permit.)

Parcel No. SR-(Mit)-22 (P) contains a total of One and Forty-hundredths (1.40) acres more or less.

The above-described easements are based on the location of the Strawberry River as of the date of this contract and, depending upon the river's width, natural flows, topography, roads, rock cliffs, steep banks, and other natural or man-made obstacles, the easement, as described, will provide the necessary public access desired. Therefore, the United States and the Grantors understand and agree that the compensation being tendered and the easement being described

will provide, where practicable, 30 feet of easement area beyond the edge of the river's high water line for a dry land pedestrian access route.

2. Grantors, hereby grant to the United States the perpetual right of unrestricted use of Parcel No. SR-(Mit)-22 (P) subject to the following:

2a. Access, by the Public, to and from the river corridor shall be provided by the United States over project lands and not over or across the Grantors' remaining lands.

2b. Grantors hereby grant to the United States the perpetual right to use said parcel for every purpose deemed by the United States to be reasonable and necessary for protection, maintenance, restoration and enhancement of riparian and aquatic resources in the corridor and for protection of fish, wildlife and riparian/wetland habitat; and for public use and enjoyment of said resources including angling, walking, wildlife observation or photography. The Grantors are prohibited from engaging in any of the following activities within said parcel:

i. Grantors shall not construct any structure, including but not limited to buildings, fences, blinds, walls, fire rings, ditches, and canals. Bridges may not be constructed without prior written approval from the United States.

ii. Grantors shall not plant, remove, spray, prune or in any way affect any vegetation within the easement area, except as provided for in paragraph 2.e.iii. herein.

iii. Grantors shall not use the easement area for livestock or agricultural animals of any sort except as authorized herein. Horses may drink from the Strawberry River within the easement corridor only while under the direct and immediate control of a person authorized to be within the easement as it traverses lands of the Grantor. No livestock or agricultural animal including horses shall be pastured, tethered, corralled or otherwise allowed to roam such that it would have unfettered "at will" access to the Strawberry River or the vegetation within the easement corridor; and any such animal(s) may enter the corridor only under the direct and immediate control of a person authorized to be within the easement as it traverses lands of the Grantor.

iv. Grantors shall not allow future easements, licenses or permits to third parties over or across the herein described easement area without written approval from the United States.

2c. Grantors shall not change or alter the course of Strawberry River or perform any ground-disturbing activities within the easement area without prior authorization and compliance with applicable State and Federal law.

2d. Grantors shall not change or alter the course of Strawberry River or perform any ground-disturbing activities within the easement area without prior written approval from the United States.

2c. Grantors shall not make any use, or assert rights or privileges to the afore-described easement parcel other than those that the general public will be allowed to enjoy within the easement area, excepting and subject to the following:

i. Grantors retain appurtenant water rights, if any, and the right to reasonably operate and maintain any wells or other infrastructure associated therewith, in existence as of the effective date of this contract.

ii. Grantors retain responsibility for interests, liens, or encumbrances on the easement area, including court liens, judgments, or financial encumbrances, such as Deeds of Trust, if any.

iii. Grantors may take reasonable, legal and permissible measures to control State of Utah-designated noxious weeds or Wasatch County-designated noxious weeds; provided Grantors shall take no action or utilize any method with regard to controlling noxious weeds within the easement which is inconsistent with Federal, State of Utah, and Wasatch County noxious weed control regulations. Grantors may use mechanical means only to remove or trim vegetation that is reasonably necessary to maintain existing uses of the easement for recreational purposes.

iv. Nothing in this easement shall alter any rights-of-way for roads, telephone lines, power or distribution lines, ditches, bridges or pipelines, on, over, or across said lands in existence as of the effective date of this contract. This easement shall not alter access routes to Grantors' property which were in existence and in use at the effective date of this contract and may include performing reasonable and necessary maintenance on Grantors' road and vehicle and foot bridges. Such maintenance may not enlarge or relocate the existing access routes. Prior written approval from the United States would be required for any ground disturbing maintenance as per sections 2c. and 2d. above.

3. Grantors, hereby grant to the United States the permanent right to improve the beds and banks of the Strawberry River by constructing or placing therein sills, barbs, deflectors, rootwads, or other such structures as deemed necessary by the United States for the purpose of creating holes, eddies, and shading to improve fishing. The United States is also granted the permanent right to remove brush, logs, dikes, debris, and natural obstructions which, in the opinion of the representatives of the United States, may be detrimental to the flow of water in

the Strawberry River. It is at the sole discretion of the United States whether there needs to be any work done on the stream or not.

4. Grantors hereby grant to the United States, its employees, contractors, agents, and assigns the right of ingress and egress to the easement area, at mutually acceptable times and locations, for purposes related to fishery habitat improvement or other management activities as it may deem necessary.

5. The United States shall purchase said easement on the terms herein expressed, and on execution and delivery of this Contract and Grant of Easement and approval by the proper officials of the United States, it shall cause:

(a) Issue a payment of One Hundred Seven Thousand Dollars (^{107,000}~~\$XXXXXXXX~~), which amount represents full payment for the easement; said payment to be sent by the United States directly to a financial institution by Direct Deposit or by Electronic Funds Transfer.

(b) It is a condition precedent to payment to the Grantors of the sum herein that fee title to the property described herein shall be vested in the Grantors, subject only to the interests of the United States and to the interests, liens, and encumbrances expressly provided herein.

6. The United States, and its assigns, shall post highly visible "Private Property / No Trespassing" signs at frequent and regular intervals along the corridor boundary to notify the public of the adjoining private lands. There will also be signs posted to inform public users of the easement corridor of rules of usage. The United States and its assigns agree to coordinate with Grantors, respecting where practical, the request of the Grantors on location, language and placement of signs.

7. The United States agrees to construct and maintain any stiles, mazes, or other appropriate pedestrian access structures to protect existing or future fencing. Fencing and/or privacy vegetation will be installed by the United States only upon the request and approval of the Grantors.

8. Abstracts or certificates of title or extended title insurance will be procured by the United States at its expense unless otherwise provided herein. The expense of recording this Contract and Grant of Easement shall be borne by the United States.

The United States agrees to reimburse the Grantors for the following actual and documented expenses incurred by the Grantors:

(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.

9. Grantors agree to furnish the United States evidence that these items of expenses have been billed to and paid by the Grantors.

10. 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 the 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.

11. It is agreed that, at its election, the United States may request the payment for the above-described real estate be sent to the title contractor or closing agent, and the Grantors hereby authorize said contractor or agent to make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; 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 Grantors; and to remit the balance of the proceeds to the Grantors; together with an itemized statement of payment made on Grantors' behalf.

12. This Contract and Grant of Easement shall become effective to bind the United States to purchase said easement immediately on its execution by the contracting officer acting under the authority of the Secretary of the Department of the Interior, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Grantors, and the assigns of the United States.

13. After execution of this Contract and Grant of Easement by the United States, the proper officers and agents of the United States shall have access to said property to survey for and perform construction activities if any, provided for herein.

14. Grantors warrant that the Grantors have 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 commission's payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Grantors for the purpose of securing business with others than the United States.

15. No member 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.


16. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. § 1346(b), 2671 et seq.) or other applicable law.

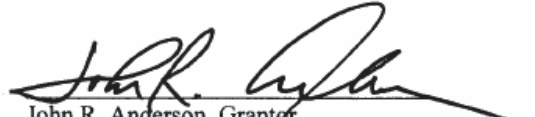
17. The terms of this contract will survive the conveyances provided for herein.


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

THE UNITED STATES OF AMERICA


Executive Director


Realty Officer
Resources Management Division,
Bureau of Reclamation,
Upper Colorado Region


John R. Anderson, Grantor


J. Floyd Hatch, Grantor

APPROVED

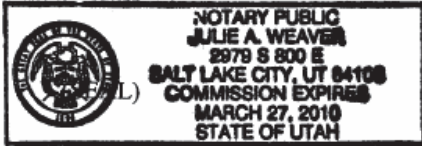

Regional Solicitor's Office

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss.

On this 3rd day of August, 2008, personally appeared before me John R. Anderson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the within and foregoing instrument at his free and voluntary act and deed for the uses and purposes therein mentioned.

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



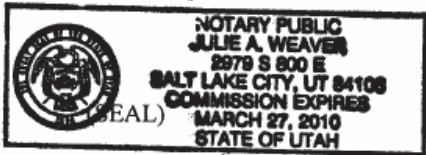
Julie A. Weaver
Notary Public in and for the
State of Utah, 2775 S. 600 E.
Residing at Salt Lake City, Utah 84106
My commission expires: 3/27/10

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss.

On this 3rd day of AUGUST, 2008 personally appeared before me
J. Howard Hatch, to me known to be the individual
described in and who executed the within and foregoing instrument, and acknowledged that he
signed the within and foregoing instrument at his free and voluntary act and deed for the uses and
purposes therein mentioned.

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



Julie A. Weaver
Notary Public in and for the
State of Utah
Residing at 2979 S. 800 E
Salt Lake City, Ut 84106
My commission expires: 3/27/10