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Mail to:
State of Utah
Dept. of Transportation
4501 South 2700 W.
SLC, Utah 84114

Contract No. 8-IM-41-09850
UDOT Project No. SP-15-6(25)-266
UTAH COUNTY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
BONNEVILLE UNIT

ENT 57728 BK 4664 PG 196
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jun 09 11:40 am FEE 0.00 BY SS
RECORDED FOR STATE OF UTAH

CONTRACT AND GRANT EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made and entered into this 12th day of May, 1998, by and among the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the UNITED STATES, acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto; 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 highway and related improvements, including curb-gutter and sidewalks, hereinafter referred to as the highway, across United States withdrawn lands, as shown in Exhibit B.

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 Bureau of Reclamation's Provo Area Office, as shown in Exhibit C.

WHEREAS, the highway, with the proper safeguards, will not be incompatible with projects 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 Easement to the United States. Upon execution of the Contract and Grant Easement by the United States, UDOT shall immediately remit to the United States.

a Cashier's Check (made payable to the Bureau of Reclamation) in the amount of SEVENTY FOUR THOUSAND ONE HUNDRED SIXTY FIVE NO/100s DOLLARS (\$74,165), as follows:

\$ 200	Reimbursement of United States administrative costs
\$ 6,625	Temporary Easement
\$36,140	Perpetual Easement
\$31,200	Damages

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

A perpetual easement across a parcel of land for a two-lane highway known as UDOT Project No. SP-15-6(25)-266 being part of an entire tract of property, situated in Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Parcel Number 15-6:8:C.

A perpetual easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, a drainage pipe, and appurtenant parts thereof, to facilitate the construction of an expressway known as Project No. 15-6.

Beginning at the intersection of the easterly boundary line of said entire tract and the southerly right of way line of 1860 South Street, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east from the northwest corner of said Section 18; thence S. 1°05'00" W. 4.768 meters along said easterly boundary line; thence S. 89°58'46" W. 12.164 meters to a point 16.300 meters perpendicularly distant southerly from the center line of 1860 South Street of said project, opposite Engineer Station 16+866.416; thence Westerly 18.697 meters along the arc of a 1502.153-meter radius curve to the left (chord bears N. 89°17'11" W. 18.697) along a line concentric with said center line; thence N. 89°38'43" W. 182.499 meters along a line parallel with said center line to the westerly boundary line of said entire tract; thence N. 1°05'00" E. 4.775 meters along said westerly boundary line to said southerly right of way line; thence S. 89°38'00" E. 213.360 meters along said southerly right of way 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 1016 square meters in area.

Parcel Number 15-6:8:EC

A perpetual easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, a drainage pipe, and appurtenant parts thereof, to facilitate the construction of an expressway known as Project No. 15-6.

Beginning at the intersection of the westerly boundary line of said entire tract and the southerly right of way line of 1860 South Street of said project, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east and 213.360 meters N. 89°38'00" W. and 4.775 meters S. 1°05'00" W. from the northwest corner of said Section 18; thence S. 89°38'43" E. 48.167 meters along a line parallel to the center line of said 1860 South Street to a point opposite Engineer Station 16+726.841; thence S. 73°38'26" W. 36.337 meters; thence N. 89°38'43" W. 13.498 meters along a line parallel to said center line to said westerly boundary line; thence N. 1°05'00" E. 10.451 meters along said westerly boundary line to the point of beginning.

The above described part of an entire tract contains 322 square meters in area.

Parcel Number 15-6:8:3EC

A perpetual easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, a drainage pipe, and appurtenant parts thereof, to facilitate the construction of an expressway known as Project No. 15-6..

Beginning at a point in the southerly right of way line of 1860 South Street of said project, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east and 213.360 meters N. 89°38'00" W. and 4.775 meters S. 1°05'00" W. and 121.720 meters S. 89°38'43" E. from the Northwest corner of said Section 18; thence S. 89°38'43" E. 47.323 meters along a line parallel to the center line of said 1860 South Street to a point opposite Engineer Station 16+847.718; thence S. 0°21'17" W. 10.550 meters; thence N. 89°38'43" W. 4.202 meters along a line parallel to said center line; thence N. 75°53'49" W. 44.393 meters to the point of beginning.

The above described part of an entire tract contains 272 square meters in area.

Parcel Number 15-6:8:5EC

A perpetual easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, a drainage pipe, and appurtenant

parts thereof, to facilitate the construction of an expressway known as Project No. 15-6.

Beginning at the intersection of the easterly boundary line of said entire tract and the southerly right of way line of said 1860 South Street of said project, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east and 4.768 meters S. $1^{\circ}05'00''$ W. from the Northwest corner of said Section 18; thence S. $1^{\circ}05'00''$ W. 2.439 meters along said easterly boundary line; thence S. $54^{\circ}02'45''$ W. 12.797 meters; thence S. $89^{\circ}58'46''$ W. 16.003 meters; thence N. $0^{\circ}01'14''$ W. 10.152 meters to said southerly right of way line to a point opposite Engineer Station 16+865.571; thence Easterly 14.249 meters along the arc of a 1502.153-meter radius curve to the right (chord bears S. $89^{\circ}12'06''$ E. 14.249 meters) along a line concentric with the center line of said 1860 South Street; thence N. $89^{\circ}58'46''$ E. 12.164 meters along said southerly right of way line to the point of beginning.

The above described part of an entire tract contains 225 square meters in area.

Parcel Number 15-6:8:4EC

A temporary easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, and appurtenant parts thereof, to facilitate the construction of an expressway known as Project No. 15-6.

Beginning at a point in the easterly boundary line of said entire tract, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east and 20.817 meters N. $89^{\circ}38'00''$ W. and 7.207 meters S. $1^{\circ}05'00''$ W. from the Northwest corner of said Section 18; thence S. $1^{\circ}05'00''$ W. 19.845 meters along said easterly boundary line; thence N. $89^{\circ}38'43''$ W. 35.752 meters; thence N. $0^{\circ}21'17''$ E. 11.770 meters; thence N. $89^{\circ}38'43''$ W. 8.282 meters along a line parallel to the center line of 1860 South Street of said project; thence N. $0^{\circ}21'17''$ E. 10.550 meters to the southerly right of way line of said 1860 South Street, at a point 16.300 meters perpendicularly distant southerly from said center line opposite Engineer Station 16+847.718; thence along said southerly right of way line the following two (2) courses: (1) S. $89^{\circ}38'43''$ E. 13.456 meters to the point of tangency of a 1502.153-meter radius curve to the right; (2) thence Easterly 4.448 meters along the arc of said curve; thence S. $0^{\circ}01'14''$ E. 10.152 meters; thence N. $89^{\circ}58'46''$ E. 16.003 meters; thence N. $54^{\circ}02'45''$ E. 12.797 meters to the point of beginning.

The above described part of an entire tract contains 662 square meters in area.

After said cut and/or fill slopes and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter 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 project, or five (5) years after the date of execution of the within instrument, whichever occurs first.

Parcel Number 15-6:8:2EC

A temporary easement, upon part of an entire tract of property in the projected NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, T.7S., R.3E., SLB&M, in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes, and appurtenant parts thereof, to facilitate the construction of an expressway known as Project No. 15-6.

Beginning at a point in the southerly right of way line of 1860 South Street of said project, which point is 954.615 meters (Measured: 954.703 meters) south and 345.415 meters (Measured: 345.099 meters) east and 213.360 meters N. 89°38'00" W. and 4.775 meters S. 1°05'00" W. and 48.167 meters S. 89°38'43" E. from the Northwest corner of said Section 18; thence S. 89°38'43" E. 73.553 meters along a line parallel to the center line of said 1860 South Street; thence S. 75°53'49" E. 16.832 meters to a point 20.300 meters perpendicularly distant southerly from said center line opposite Engineer Station 16+816.744; thence N. 89°38'43" W. 103.224 meters along a line parallel to said center line; thence N. 73°38'26" E. 13.909 meters to the point of beginning.

The above described part of an entire tract contains 354 square meters in area.

After said cut and/or fill slopes and appurtenant parts thereof are constructed on the above described part of an entire tract at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter 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 project, or five (5) years after the date of execution of the within instrument, whichever occurs first.

(Note: To obtain distances in feet, divide above distances by 0.3048. Multiply above area by 10.764 to obtain square feet.)

3. The United States hereby reserves the right with 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 against any and all loss or damage and from liability on account of 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 for all its plans and specifications pertaining to their facilities prior to any construction, including 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 Condition".

6. Any proposed additional or subsequent uses by UDOT or others of lands or facilities covered under these easements must be authorized, 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 Easement shall not be initiated without prior written approval of the United States. Copies of the application and Contract and Grant of Easement shall be available to construction, operation, and maintenance personnel, as well as personnel of the United States, during operations.

7. All activity within the easement area herein described shall be conducted in accordance with the protective criteria contained in Exhibit "A" 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. This includes movement of eight existing trees for the sidewalk and grading of the north bank.

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 that is 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 by telephone five (5) days in advance of its intent to commence any construction associated with this Contract and Grant Easement.

15. UDOT has designated Greg Searle / Brian Phillips 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 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 approval 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 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 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 as 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 the Contract and Grant 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 of Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise here from, but this restriction shall not be construed as 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 executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

APPROVED

Christopher B. Clark
Field Solicitor's Office

By: Bob H. Allen
Acting Regional Director
Upper Colorado Region
Bureau of Reclamation
Department of the Interior

UTAH DEPARTMENT OF TRANSPORTATION

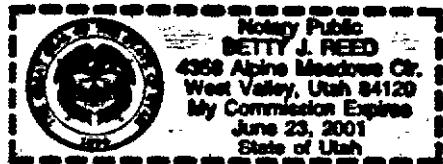
By: R. J. Fox
Chief of Right-of-Way

ACKNOWLEDGMENT OF THE UNITED STATES

State of)
) ss.
 County of).

On this 12th day of May, 1998,
 personally appeared before me Arlo H. Allen, known
 to me to be the Acting Regional Director of
 the Upper Colorado Region, Bureau of Reclamation, United States Department of
 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.

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



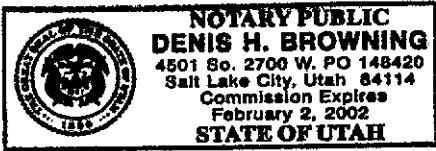
Betty J. Reed
 Notary Public in and for the
 State of Utah,
 Residing at West Valley,
 My commission expires: June 23, 2001

(NOTARY SEAL)

ACKNOWLEDGMENT OF UTAH DEPARTMENT OF TRANSPORTATIONState of UTAH) ss.County of SALT LAKE

On this 28 day of APRIL, 19 98, personally appeared before me L. ROBERT FOX, known to be the Chief of Right-of-Way, Utah Department of Transportation, the signer of the above instrument, who duly acknowledged that he executed the same on behalf of the Utah Department of Transportation pursuant to authority delegated to him.

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



Denis H. Browning
Notary Public in and for the
State of UTAH
Residing at CENTERVILLE
My commission expires: 2-2-2002

(NOTARY SEAL)

EXHIBIT "A"

PROTECTION CRITERIA

A. Surface structures that generally will be allowed to be constructed within the United States right-of-way include asphalt roadways, parking lots, curbs and gutters and sidewalks, drainage channels, walkways, driveways, overhead power and telephone lines, excepting their supporting poles, fences with gated openings, and similar surface and overhead structures. HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.

B. Any contractor or individual constructing improvements in, on, or along United States right-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

C. The ground surfaces within United States right-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

D. The owner of newly constructed facilities that encroach on United States right-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the right-of-way.

E. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the United States at least 10 days notice in writing before entering upon United States right-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

F. No use of United States lands or right-of-way shall be permitted that involve the storage or hazardous material.

PROJECT LOCATION MAP

EXHIBIT B

