

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 CENTRAL UTAH PROJECT  
 PROVO AREA OFFICE



ENT 85550:2010 PG 1 of 12  
 RODNEY D. CAMPBELL  
 UTAH COUNTY RECORDER  
 2010 Oct 06 11:57 am FEE 0.00 BY EO  
 RECORDED FOR PROVO CITY CORPORATION

CONTRACT FOR EXCHANGE OF REAL PROPERTY

THIS CONTRACT, made this 29<sup>th</sup> day of September, 2010, pursuant to the Act of Congress of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, and particularly pursuant to Section 14 of the Act of August 4, 1939, (53 Stat. 1187) among the UNITED STATES OF AMERICA hereinafter referred to as the United States and PROVO CITY hereinafter referred to as the Landowner.

WITNESSETH, THAT:

WHEREAS, the United States holds title to real property located in Section 18, Township 7 South, Range 3 East, Salt Lake Basin and Meridian, which property was acquired for the Provo Area Office, hereinafter called the Project Lands; and

WHEREAS, the Landowner holds title to real property located in Section 18, Township 7 South, Range 3 East, Salt Lake Basin and Meridian; and

WHEREAS, the Landowner desires to exchange 0.42 acres of its property for 0.42 acres of property owned by the United States in order to facilitate development of its property; and

WHEREAS, the Landowner will install, operate, and maintain a precast 70-foot-wide by 16-foot-long by 6.5-foot high box culvert with wing walls, and relocate an access road on the east side of the Project Lands; and

WHEREAS, such exchange will require an exchange of deeds;

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

1. The Landowner warrants that it is the sole owner of the property to be conveyed to the United States, and agrees to provide proof of ownership at its own expense in the form of a policy of title insurance (Alta U.S. Policy). The Landowner further agrees that, in the event said property is financially encumbered, the Landowner will obtain consent to easement at its own expense covering the property described below from any and all lienholders. Upon approval of the Landowner's unencumbered title by the United States, the Landowner will issue a Warranty Deed conveying Fee Title to the following-described tract of land to the United States as shown on Exhibit "B":

A part of the Southwest Quarter of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian, U. S. Survey in Utah County, Utah:

Beginning at the Southwest Corner of the Bureau of Reclamation Property which lies South  $06^{\circ}26'10.21''$  East Thirty-seven Hundred Fifty-one and Twenty-two-hundredths (3751.22) feet from the Northwest Corner of Section 18, said point having NAD27 State Plane coordinates of: North 682,503.89 and East 1,957,042.58. Thence South  $89^{\circ}37'45''$  East Six Hundred Seventy-two and Sixty-hundredths (672.60) feet along the South Line of said Bureau of Reclamation Property; thence South  $01^{\circ}05'23''$  West Twenty-seven and Twenty-four-hundredths (27.24) feet; thence North  $89^{\circ}37'45''$  West Six Hundred Seventy-two and Sixty-hundredths (672.60) feet; thence North  $01^{\circ}05'17''$  East Twenty-seven and Twenty-four-hundredths (27.24) feet to the point of beginning containing 0.42 acres more or less. Ground to grid scale factor = 0.99970218

2. The acquiring federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Contract, his duly appointed successor, or his duly authorized representative.

3. The United States, upon receipt of the Warranty Deed required by Article 1, agrees to convey to the Landowner by Quitclaim Deed the following-described tract of land as shown on Exhibit "B":

A part of the Southwest Quarter of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian, U. S. Survey in Utah County, Utah:

Beginning at the Northeast Corner of the Bureau of Reclamation Property, which lies South  $19^{\circ}52'05.38''$  East Thirty-three Hundred Thirty and Forty-six-hundredths (3330.46) feet from the Northwest Corner of Section 18, said point being common with UDOT easement point of beginning in Parcel # 15-6:8:C (Entry #57728, Bk 4664 Pg 197) having NAD27 State Plane coordinates of: North 683,099.07 and East 1,957,753.74. Thence South  $01^{\circ}05'17''$  West Six Hundred and Zero-hundredths (600.00) feet along the East Line of said Bureau of Reclamation Property; thence North  $89^{\circ}37'45''$  West Twenty-seven and Forty-hundredths (27.40) feet along the South Line of said Bureau of Reclamation Property; thence North  $01^{\circ}05'23''$  East Two Hundred Seventy Four and Thirty-one-hundredths (274.31) feet; thence North  $01^{\circ}09'48''$  West Ninety Five and Eighteen-hundredths (95.18) feet; thence North  $01^{\circ}05'23''$  East One Hundred Eighty-seven and Fifty-two-hundredths (187.52) feet; thence North  $45^{\circ}01'19''$  West Forty and Forty-four-hundredths (40.44) feet; thence North  $00^{\circ}22'15''$  East Fourteen and Sixty-three-hundredths (14.63) feet to the North Line of said Bureau of Reclamation Property; thence South  $89^{\circ}37'45''$  East Sixty and Forty-five-hundredths (60.45) feet along said North Property Line to the point of beginning, containing 0.42 acres more or less. Ground to grid scale factor = 0.99970218

4. The United States and the Landowner agree that the properties involved in the exchange are approximately equal in size.

5. The Landowner further agrees to indemnify and hold harmless the United States its agents, employees, and assigns, from any loss or damage and from any liability on account of personal injury, damage to underlying, abutting, or adjacent property, or claims for personal injury or death arising out of the Landowner's activities under this Contract. The Landowner further agrees that the United States shall not be held liable for any damage to the Landowner's improvements or works. This will not be construed to include negligent or wrongful acts of the United States, or its agents or assigns, resulting from the exercise of the rights herein granted to the extent that the United States is determined to be liable pursuant to 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.

6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

APPROVED

  
Regional Solicitor's Office

By:   
Larry Walkoviak  
Regional Director

LANDOWNER  
PROVO CITY

By: 

Title:

ACKNOWLEDGMENT OF PROVO CITY

State of Utah )  
 ) ss.  
County of Utah )

On this 31<sup>st</sup> day of August, 2010, personally appeared before me John R. Curtis, to be known to be the Mayor of Provo City, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Provo City, pursuant to authority delegated to him/her.

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



(NOTARY SEAL)

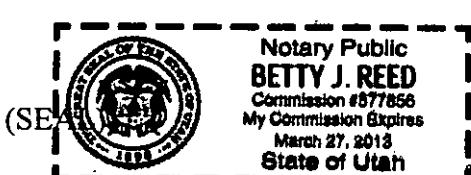
Tara Riddle  
Notary Public

ACKNOWLEDGMENT BUREAU OF THE UNITED STATES

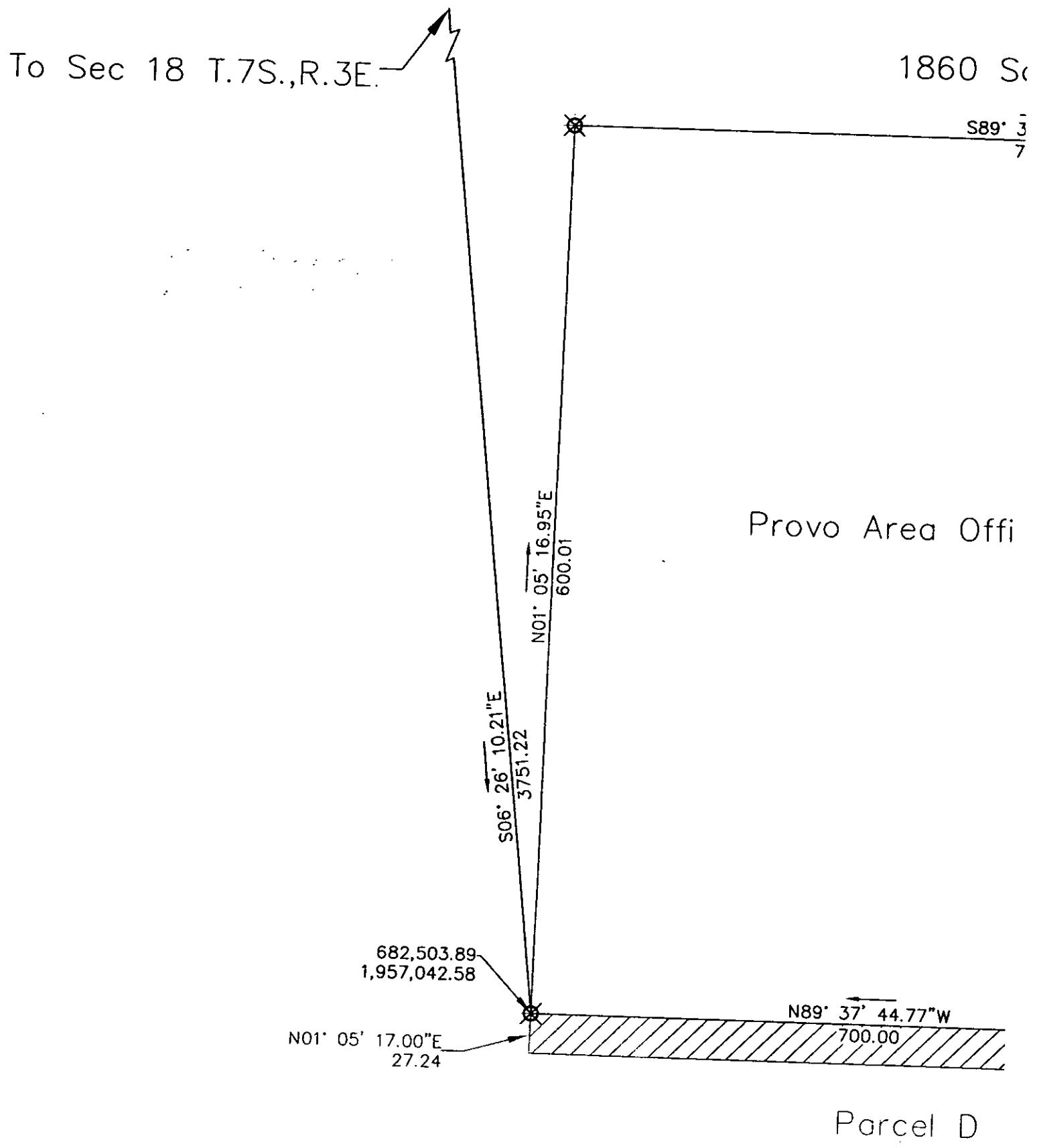
State of Utah )  
 ) ss.  
County of Salt Lake )

On the 29th day of September, 2010, personally appeared before me Brent Rhodes, known to me Attorney 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.

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



To Sec 18 T.7S., R.3E.

th Street

$44.77^{\circ}\text{E}$   
00

S89° 37' 45.00"E  
60.45  
N00° 22' 15.00"E  
14.63

S19° 52' 05.38"E  
3330.46

UDOT POB  
683,099.07  
1,957,753.74

N45° 01' 19.00"W  
40.44

N.

e Land 9.64 Acres

S01° 05' 16.95"W  
600.00

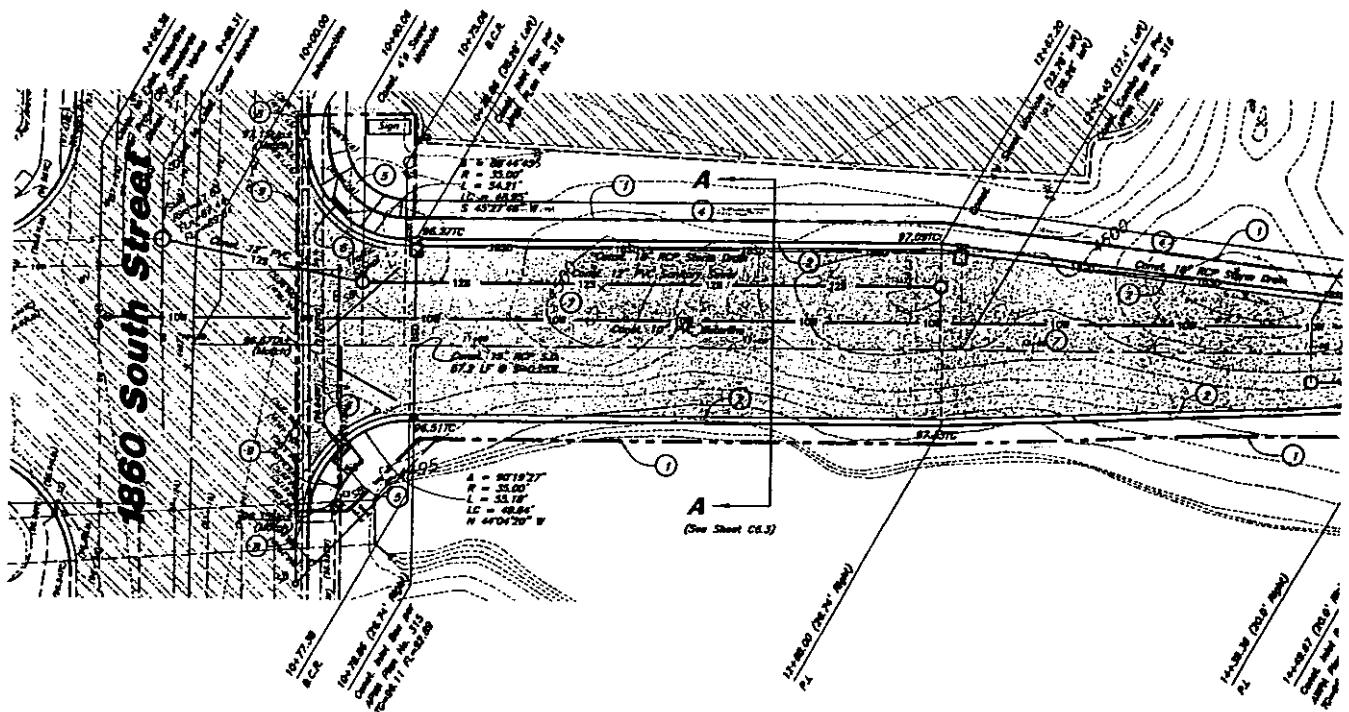


S19° 37' 45.00"E  
672.60  
N89° 37' 45.00"W  
672.60

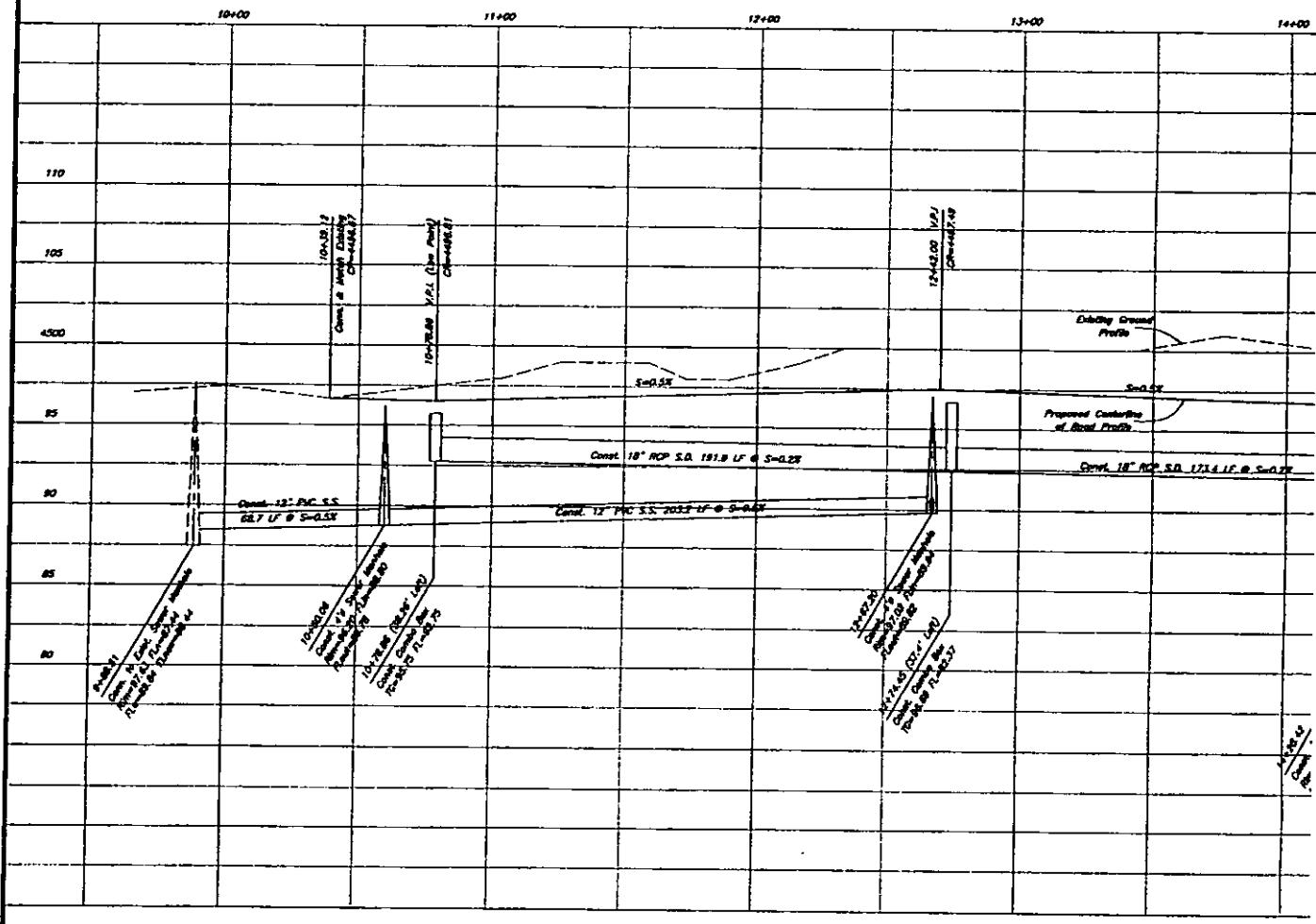
S01° 05' 23.00"W  
27.24

.420 acres

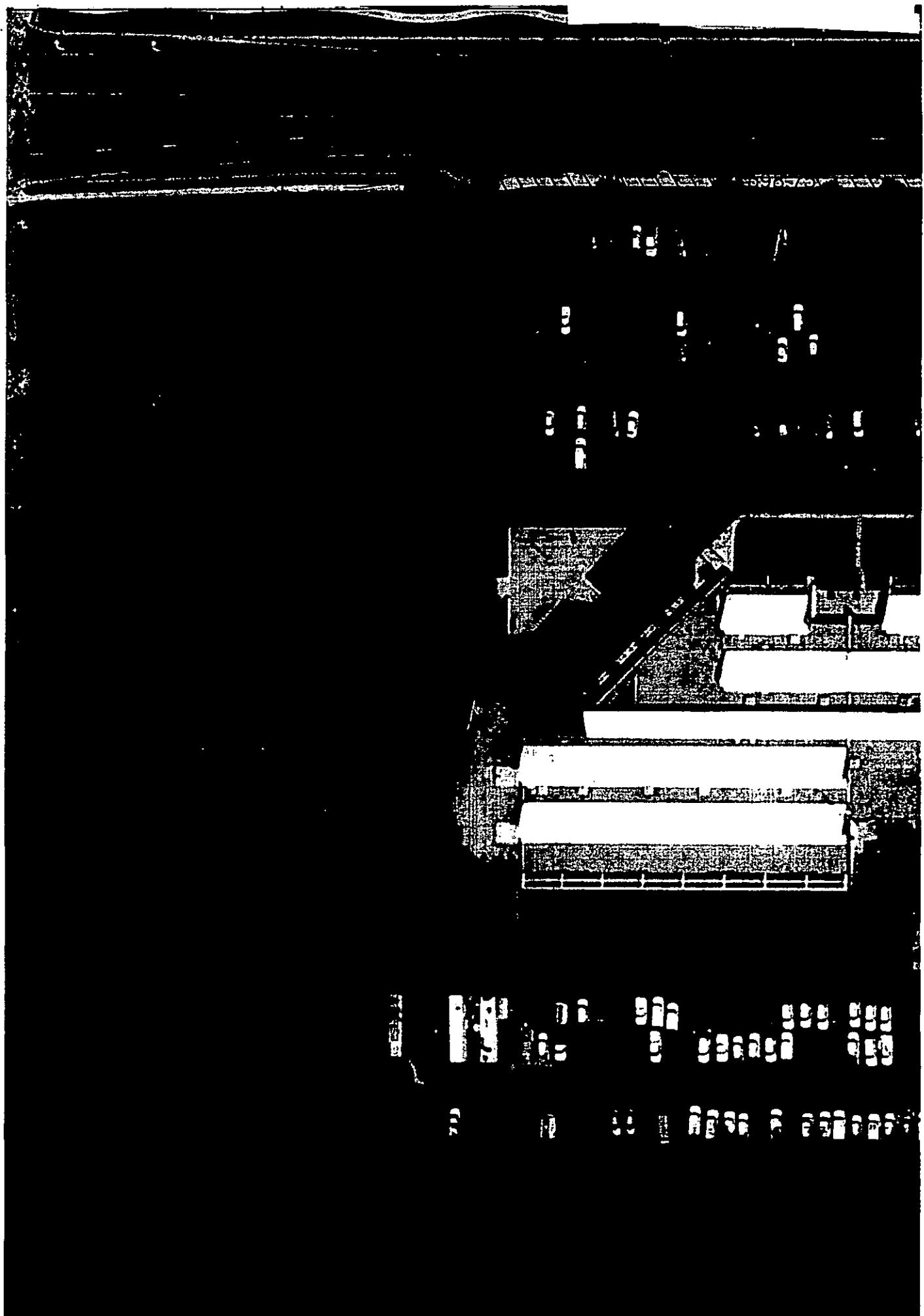
EXHIBIT B



## East Bay Boulevard







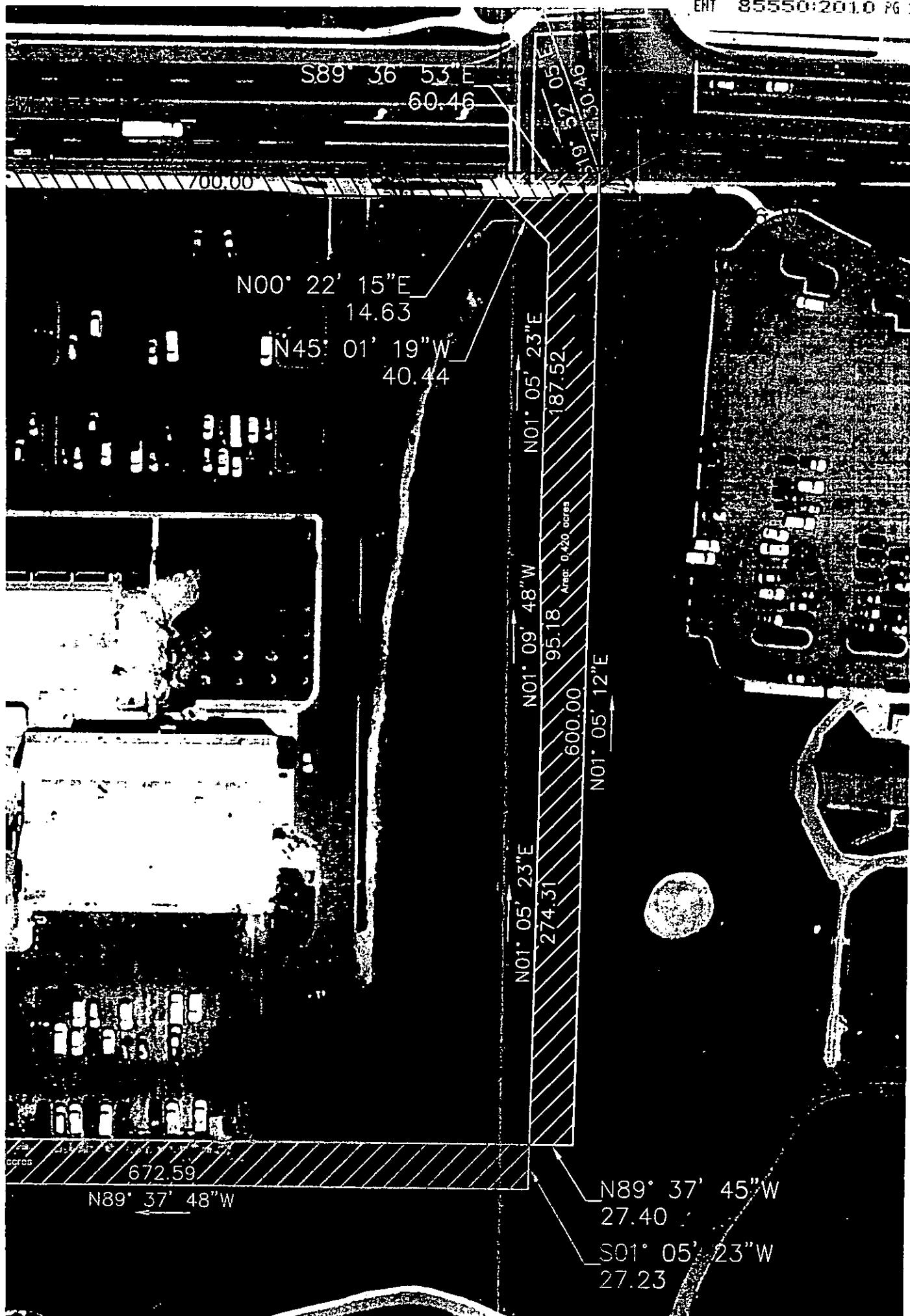
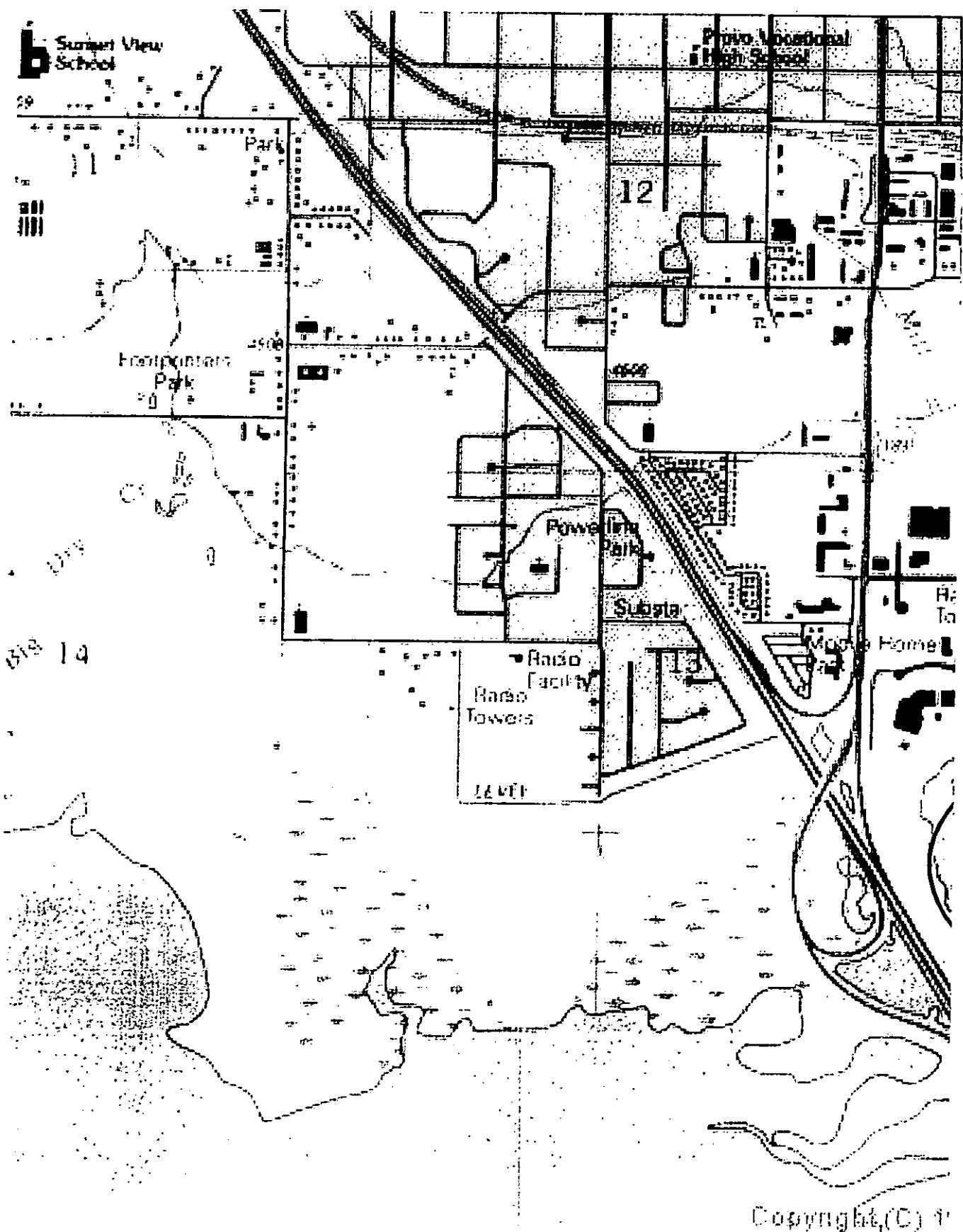
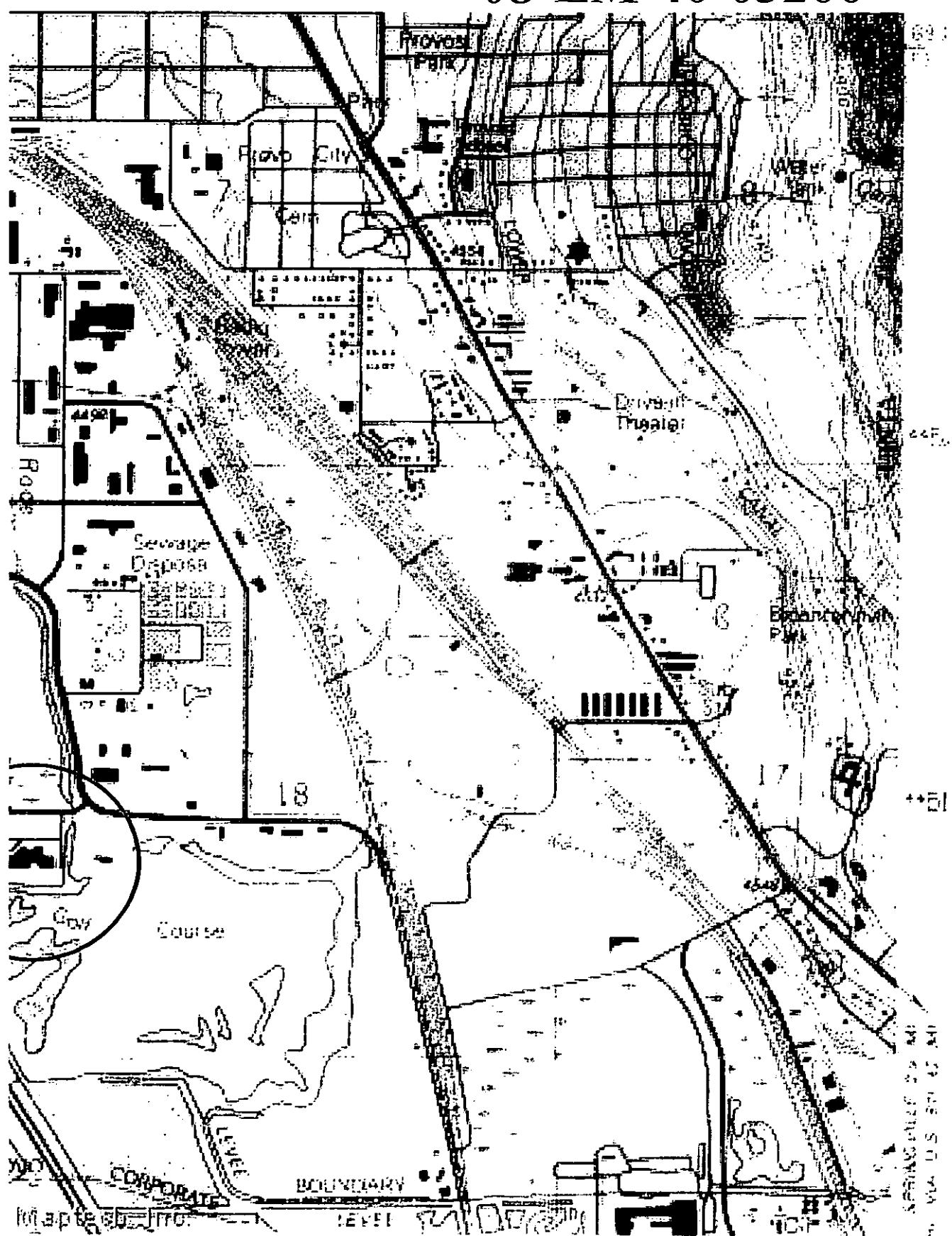


EXHIBIT D



Township 7 South Range 3 East Section 18

**08-LM-40-03200**



## EXHIBIT E