

Contract No. 23-LA-40-0390

Parcel No. SFS-151(P)

UNITED STATES
DEPARTMENT OF THE INTERIOR

UTAH LAKE DRAINAGE BASIN WATER DELIVER SYSTEM
SPANISH FORK SANTAQUIN PIPELINE – SANTAQUIN REACH
CENTRAL UTAH PROJECT COMPLETION ACT

DONATION CONTRACT AND GRANT OF EASEMENT

THIS DONATION CONTRACT AND GRANT OF EASEMENT, is made this _____ day of _____, 20__, 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, particularly the Colorado River Storage Project Act, Act of April 11, 1956 (70 Stat. 110, et seq.), as amended; and the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), as amended, between the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the “United States”, and SANTAQUIN CITY CORPORATION, hereinafter referred to as the “Donor”,

WITNESSETH, that:

WHEREAS, the United States and its assigns is acquiring easements for construction, reconstruction, operation, and maintenance of the Spanish Fork Santaquin Pipeline – Santaquin Reach (Pipeline), Utah Lake Drainage Basin Water Delivery System, Central Utah Completion Act; and

WHEREAS, the United States desires to acquire from the Donor an easement for the Pipeline on, over, under, and across land owned in fee title; and

WHEREAS, Section 301(10) of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. § 4651) provides that a party whose real property is being acquired by the United States may donate such property or interest therein to the United States, after having been fully informed of the right to receive just compensation for such property; and

WHEREAS, the Donor desires to donate to the United States a 0.18 acre of land in perpetual easement interest for the Pipeline;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, it

is agreed between the parties hereto as follows:

1. The Donor, by this Donation Contract and Grant of Easement, hereby conveys and warrants and donates to the United States and its assigns, free of lien or encumbrance, except as otherwise provided herein, the following described interests in real property situated in the County of Utah, State of Utah, to-wit:

A perpetual easement to construct, reconstruct, operate, and maintain an underground water pipeline or pipelines, and appurtenant structures, on over, under, or across the following described interest in real property situated in the County of Utah, State of Utah, to wit:

One parcel of land situated within Section Thirty-Six (36), Township Nine (9) South, Range One (1) East, Salt Lake Base and Meridian, containing an area of 0.18 acre, more or less, and more particularly described as follows:

Parcel SFS-151(P) PERPETUAL EASEMENT

Commencing at the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base & Meridian, thence East 1419.41 feet; thence North 1737.28 feet to a point on the east corner of that certain real property described in Entry 26558:2016 as recorded by the Utah County Recorder, the True Point of Beginning; thence 189.31 feet along the arc of a 540.17 foot radius curve to the left, chord bears North 79°57'36" West 188.34 feet; thence West 120.05 feet; thence North 00°00'00" 60.74 feet to a point on the Union Pacific Railroad boundary; thence along said Railroad boundary 184.81 feet along the arc of a 1000.02 foot radius curve to the right, chord bears South 75°12'39" East 184.55 feet; thence South 69°54'59" East 135.30 feet to the point of beginning.

Said Parcel SFS-151(P) contains an area of 0.18 acre, more or less.

1a. The Donor warrants that the Donor is the owner of the real property whereon the above-described easement lies.

1b. The Donor, for itself, its successors and assigns, agrees that, within the perpetual easement area described herein, it shall not: (i) erect, construct, or permit to be constructed, any permanent building, structure, or improvement of any kind (except as may be defined hereinafter), nor shall the Donor construct or permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the United States ability to gain access to the easement for operation, maintenance, repair, and replacement purposes. Any such obstruction installed or permitted to be constructed, installed, or maintained within the boundaries of the easement area shall be removed at the Donor's sole expense; (ii) plant any tree or shrubs on any portion of the easement, nor dig or drill any holes or wells, nor increase or decrease the ground elevations existing at the time this document is executed, on all or any portion of the easement; (iii) remove materials from the area without the approval of the United States, its agents or assigns.

1c. In the event that the Donor, its heirs, successors, or assigns, places or permits to be placed, any encroachment on any portion of the easement, the United States shall have the right to

remove the encroachment after five (5) days written notice to the Donor, and the Donor, its heirs, or successors, or assigns, agrees to pay all costs incurred by the United States in removing the encroachment. All costs shall earn interest at the rates set by Utah law for interest on judgments until the Donor has reimbursed the United States for the cost of removal of any such encroachment. Any damage to the United States' property or appurtenant structures caused by the Donor's use or encroachment of the easement shall be repaired at the sole cost and expense of the Donor.

1d. The Donor, for itself, its successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by the Donor or any third party, within the above-described easement area, subsequent to the date of execution of this Donation Contract and Grant of Easement, shall be made at the Donor's own risk, and the Donor hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever which is caused by or as a direct result of such alteration, modification, change, or placement of improvements within said area; provided, however, that nothing in this Article shall be construed as releasing the United States from liability for its own negligence or the negligence of its employees, agents or contractors. The United States' liability is governed by the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

1e. The rights to be granted to the United States, as described in Article 1 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in the Donor and/or in third parties if not administratively objectionable; (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on, over, under, or across said lands if not administratively objectionable; and (iii) court liens, judgments or financial encumbrances, such as Deeds of Trust, where (a) obtaining a release of the interest to be acquired by the United States requires payment of an administrative fee to the lienholder that is deemed prohibitively expensive by the acquiring agency and the reviewing attorney, and (b) a property is not encumbered in excess of fifty percent of its reasonable value and the purchase price being paid by the United States does not exceed twenty percent of the value of the tract, as value is estimated by the acquiring agency or by the local tax assessor..

1f. The construction contractor shall restore or repair with material of like kind and equal quality, any fence, grass, soil, shrubbery, trees, bushes, flowers, other vegetation, sprinkler system, irrigation system, gravel, concrete, asphalt, or utilities damaged or displaced during construction.

1g. The United States may, in its sole discretion, erect, maintain, or use gates in all fences which now cross or later may cross any portion of the easement(s) to enable the United States to take equipment along the easement(s) to perform required maintenance and repair. The Donor may lock any such gate to prohibit the public from unlawful access to the easement area, but the Donor shall provide the United States a key to any such lock at the Donor's expense.

1h. The United States shall also be entitled to trim, cut, or clear away trees, brush, or other vegetation or flora from time to time as the United States determines in its sole discretion without additional compensation.

2. The following SPECIAL PROVISION sets forth additional details, terms, and

specifications hereby agreed to in connection with construction of the Pipeline, which is the subject matter of this Donation Contract and Grant of Easement.

(a) The Pipeline will be constructed in accordance with the plan drawings and specifications submitted to and received by Santaquin City. In the event that unidentified buried utilities, other hidden obstacles or unexpected geotechnical subsurface conditions are encountered during construction, the United States shall have the right to adjust the Pipeline grade or location in consultation with the Donor. Such changes in Pipeline grade or location will be noted on as-built drawings provided to the Donor. The Donor agrees to record a corrected permanent easement to reflect the as-built pipeline facility locations if requested by the United States.

(b) The plan drawings and standards and specifications will detail how the project is to proceed. The Contract Santaquin Reach Specifications and Drawings for this project (Specifications and Drawings) have been reviewed and approved by the Donor and shall be incorporated and made a part of this contract.

(c) The United States agrees to design and construct the Pipeline in accordance with sound engineering standards.

(d) The United States will require the contractor hired in a separate contract to: (i) construct the Pipeline in such a manner so as to not block the adjoining residents from ingress and egress to their homes or businesses for more than a 24-hour period, unless the contractor makes other arrangements with the affected property owners or businesses; (ii) hire a public information manager available at all hours of the day or night to deal with homeowner, renter, and business owner occupant issues related to the construction project. Donor recognizes the construction contractor will sequentially close sections of roadway for construction work and to detour traffic in accordance with the Specifications and Drawings.

(e) The Donor agrees that for all future utility projects, roadways, parking lots, trails or other hardened surface project crossings within the permanent easement granted by the United States, the Donor shall submit notification to the United States for review and approval by the United States. Said notification shall be submitted by Donor prior to the commencement of construction thereof and shall include details of the proposed action, including any applicable maps, engineering drawings to scale and specifications.

Within 20 days of receipt of the Donor's notification, the United States shall review the notification, determine if additional information is necessary and which additional reviews, including NEPA, are required. The United States shall notify the Donor of any additional requirements and the estimated time of completion of any required reviews. If the Donor does not receive a response from the United States within 20 days, the Donor may complete projects for which notification was submitted. Said notification and response will serve to provide mutual protection of the Pipeline and Santaquin City utilities at no cost to the Donor. The United States agrees that following any such review and response, approval will not be unreasonably withheld.

(f) To the extent authorized by law, the United States of America agrees to waive fees for future encroachment permits filed by the Donor for encroachments along or crossing the Pipeline.

3. The acquiring federal agency is the Department of the Interior represented by the officer executing this Donation Contract and Grant of Easement, his duly appointed successor, or his duly authorized representative.

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

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

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easement 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.

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

5. In the event that liens or encumbrances do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances. However, this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this Donation Contract and Grant of Easement, nor as an assumption of any lien or encumbrance by the United States.

6. After execution of this contract by the United States, the proper officers, agents, and assigns of the United States shall, at all times, have unrestricted access to said easement for any purpose including the construction, reconstruction, operation, or maintenance of the Spanish Fork Santaquin Pipeline – Santaquin Reach, free of any claim for damage or compensation on the part of the Donor, except as otherwise provided for in this contract.

7. The Donor hereby acknowledges that he has been fully informed by the United States of its right under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (84 Stat. 1904, 101 Stat 255, 42 U.S.C. § 4651) to receive just compensation for the fee land to be conveyed to the United States. The Donor hereby releases the United States, its successors and assigns, of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights herein granted and hereby waives all right to just compensation to which the Donor may be entitled.

8. 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. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

9. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in case funds are not appropriated or allotted.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Donation Contract and Grant of Easement, 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.

11. Time is of the essence in the performance of this Donation Contract and Grant of Easement.

12. The terms of this Donation Contract and Grant of Easement will survive the grant provided for herein.

13. All notices and other communications under this Donation Contract and Grant of Easement shall be in writing and shall be deemed duly given when delivered (a) personally or by certified mail, with a record of receipt, or (b) the day of transmission if sent by facsimile or e-mail (with a copy promptly sent by mail or certified mail) to the parties at the following addresses or facsimile numbers (or to such other addresses or facsimile number as a party may have specified by notice given to the other party pursuant to this provision), or (c) in case of emergency by telephone contact (with a copy promptly sent by mail or certified mail):

Mayor
Santaquin City
275 West Main Street
Santaquin, Utah 84655

Department of Interior
CUPCA
302 East 1860 South
Provo, Utah 84606

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

Reviewed for Legal Sufficiency:

THE UNITED STATES OF AMERICA

By _____
U.S. Department of Interior
Office of the Regional Solicitor

By _____
U.S. Department of the Interior

ACKNOWLEDGMENT OF THE UNITED STATES

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

On the _____ day of _____, 20__, personally appeared before me _____, known to me to be the Program Director of the Central Utah Project Completion Act Office, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States of America.

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

(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____

SANTAQUIN CITY CORPORATION

ATTEST:

By: _____
Amalie R. Ottley, City Recorder

By _____
Dan Olsen, Mayor

ACKNOWLEDGMENT OF SANTAQUIN CITY CORPORATION (Mayor)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, who, being duly sworn, did say that he/she is the Mayor of Santaquin City Corporation, and that he/she executed the within instrument on behalf of said corporation by authority of a resolution of City Council and duly acknowledged to me that said corporation/city council executed the same.

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

(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____

ACKNOWLEDGMENT OF SANTAQUIN CITY CORPORATION (Attestor)

State of Utah _____)
)
County of Utah _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Amalie R. Ottley, in her capacity as the City Recorder.

(SEAL)

Notary Public in and for the
State of _____
Residing at _____

My commission expires: _____