

44502

Parcels Nos. JA-471(P), (T)

SECURITY TITLE  
NO. 31872

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WATER AND POWER RESOURCES SERVICE

Contract No. 1-07-40-11664

JORDAN AQUEDUCT, REACH 4  
BONNEVILLE UNIT  
CENTRAL UTAH PROJECT, UTAH

LAND PURCHASE CONTRACT

*J. & Joy Smith  
J.S.C. 8/8  
8/11/77*

RECORDED AT THE REQUEST OF  
SECURITY TITLE & ABS. CO.  
120 DEC 30 11 3 AM '80  
UTAH DEPARTMENT OF  
RECORDS & ADMINISTRATION  
SALT LAKE CITY  
1150

THIS CONTRACT, made this 10th day of November,  
1980, 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

LEE J. SMITH and JOY P. SMITH, his wife,

hereinafter styled the 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  
of easement 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 Utah, State of Utah, to-wit:

(See Continuation Sheets of Article 3 for Land Description  
and Articles 3a, 3b, 3c, 3d, 3e, 3f, 3g, 3h, and 3i.)

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(Continuation Sheet of Article 3)

A perpetual easement to construct, reconstruct, operate, and maintain an underground pipeline, or pipelines and appurtenant structures on, over, or across the following described property:

Parcel No. JA-471(P)

A parcel of land in Utah County, Utah, in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Four (4) South, Range One (1) East, Salt Lake Meridian, Utah, containing One and Fifty-two Hundredths (1.52) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°01' East, Eight Hundred Sixty-eight and Six-tenths (868.6) feet along the Quarter Section line from the North Quarter (N $\frac{1}{4}$ ) corner of said Section Thirty-two (32); said point has U.S.C. & G.S. plane grid coordinates North 764,932.90 and East 1,900,192.96; thence South 00°01' East, Fifty (50.0) feet, more or less, to the Northerly right-of-way boundary of State Highway No. 80; thence North 87°42' West, Thirteen Hundred Twenty-three and Seven-tenths (1323.7) feet, more or less, along said Northerly right-of-way boundary to Grantor's West boundary line; thence North 00°04' East, Fifty (50.0) feet along said West boundary line; thence South 87°42' East, Thirteen Hundred Twenty-three and Six-tenths (1323.6) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the North Quarter (N $\frac{1}{4}$ ) corner of said Section Thirty-two (32) has plane grid coordinates North 765,801.26 and East 1,900,192.82, the South Quarter (S $\frac{1}{4}$ ) corner of said Section Thirty-two (32) has plane grid coordinates North 760,499.40 and East 1,900,193.70, and the Northwest corner of said Section Thirty-two (32) has plane grid coordinates North 765,795.41 and East 1,897,550.95.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .999712.

A temporary easement during construction of the Jordan Aqueduct, Reach 4, and appurtenant structures referred to for construction purposes, on, over, or across the following described lands:

DESCRIPTION CERTIFIED CORRECT

BY *Paul D. Beach* Name

9/3/90 Date

(Continuation Sheet of Article 3)

Parcel No. JA-471(T)

A parcel of land in Utah County, Utah, in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Four (4) South, Range One (1) East, Salt Lake Meridian, Utah, containing Two and Forty-three Hundredths (2.43) acres, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°01' East, Eight Hundred Sixty-eight and Six-tenths (868.6) feet along the Quarter Section line from the North Quarter (N $\frac{1}{4}$ ) corner of said Section Thirty-two (32); said point has U.S.C. & G.S. plane grid coordinates North 764,932.90 and East 1,900,192.96; thence North 87°42' West, Thirteen Hundred Twenty-three and Six-tenths (1323.6) feet, more or less, to Grantor's West boundary line; thence North 00°04' East, Eighty and One-tenth (80.1) feet along said West boundary line; thence South 87°42' East, Thirteen Hundred Twenty-three and Four-tenths (1323.4) feet; thence South 00°01' East, Eighty and One-tenths (80.1) feet, more or less, to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the North Quarter (N $\frac{1}{4}$ ) corner of said Section Thirty-two (32) has plane grid coordinates North 765,801.26 and East 1,900,192.82, the South Quarter (S $\frac{1}{4}$ ) corner of said Section Thirty-two (32) has plane grid coordinates North 760,499.40 and East 1,900,193.70, and the Northwest corner of said Section Thirty-two (32) has plane grid coordinates North 765,795.41 and East 1,897,550.95.

Ground distances in the foregoing description can be converted to U.S.C. & G.S. grid distances by multiplying by the combination factor .999712.

(Continuation Sheet of Article 3)

3a. 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 or 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.

3b. The Vendor, for himself, his successors and assigns, agrees that, within the perpetual easement area described herein: (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement of materials upon the area shall be subject to the approval of the United States, its agents or assigns; and (iii) future easements to third parties on, over, or across the area will be subject to the approval of the United States, its agents or assigns.

3c. The United States, at its sole cost and expense, within the easements 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 Jordan Aqueduct, Reach 4, and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts, and waste banks; and, (iii) replace topsoil.

3d. The United States also agrees that if damage occurs to lawns, shrubs, or other landscaping within the easement area existing at the time of execution of this contract by the Vendor, as a result of construction of said Jordan Aqueduct, Reach 4, and appurtenant structures: (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States; or (ii) the United States will, at its option, make replacement or repair with materials of like kind and equal quality.

3e. The United States also agrees that if damage occurs to agricultural crops within the easement area after execution of this contract by the Vendor, as a result of construction, operation, or maintenance of the Jordan Aqueduct, Reach 4, and appurtenant structures, payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States.

(Continuation Sheet of Article 3, continued)

3f. The United States also agrees that if after construction of the Jordan Aqueduct, Reach 4, damage occurs to any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, or to lawns, shrubs, or other landscaping within the easement area as a result of operation and maintenance of said Jordan Aqueduct, Reach 4, and appurtenant structures: (i) payment will be made by the United States to the owner thereof on the basis of an appraisal approved by the United States; or (ii) the United States will, at its option, make replacement or repair with materials of like kind and equal quality.

3g. The United States agrees to record a notice terminating the temporary easement upon completion of the construction work.

3h. The United States, at its sole cost and expense, will provide and maintain temporary irrigation facilities during construction of the aforesaid Jordan Aqueduct, Reach 4, whenever use of existing irrigation facilities is disrupted by said construction.

3i. The United States agrees that the owner may have full ingress and egress over the subject land during and after construction of the Project, except as it may interfere with the construction work.

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 *Forty-two thousand five hundred and <sup>no</sup>* Dollars (~~\$42,500.00~~) 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 expense 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 previously 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.

7. 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.

8. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property to survey for and construct works of the United States, including reclamation works and structures and appliances incident thereto, 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 said property subject to the easements herein agreed to be conveyed.

9. 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.

10. 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 contractor's 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.

11. 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 signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

BY: Don H. Barnett  
Acting Regional Supervisor of Water and Power  
Water and Power Resources Service  
Upper Colorado Region

Notary Seal Off.  
M. Kamin

Lee J. Smith  
Vendor

Joy P. Smith  
Vendor

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Vendor

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Vendor

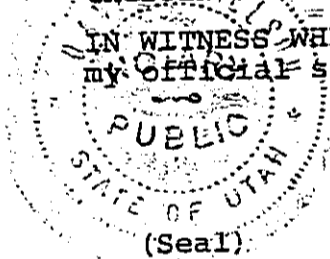
ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Utah ) ss.

On this 10<sup>th</sup> day of November, 1980, personally appeared before me Lee J. Smith and Joy P. Smith

to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

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



44502

David B. Nelson  
Notary Public in and for the  
State of Utah  
Residing at Bountiful  
My Commission Expires:  
4-25-82

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