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Filed MAY 3 1954	PARTMENT OF THE INTER	200 21 74 700
Puge 230 of Office Allicander EMILY T. ELDREDGE	Weber Basin Project	Contract No. 14-06-412-49
by leave & Byber, Likety LAN [PURCHASE CON	TRACT

THIS CONTRACT, made this 10 th day of April .1954. 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 Ray L. Frost, a single man, and Thomas Leland Frost and Buth 3. Freet, bashand and wife.

hereinafter styled Vendor,

- 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

 of easements with covenants of warranty,
- 3. The Vendor shall sell and by good and sufficient deed 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 Davis , State of Utah , to-wit:

(See attached Continuation sheets of article 3 for description and articles 3a, 3b, 3c, 3d and 3e.)

Tract No. 93 (P)

Perpetual easements to construct, reconstruct, operate and maintain an underground pipeline and appurtenant structures including a turnout structure which will protrude above the ground surface, together with a road for operation and maintenance of said pipeline, on, over, or across the following-described property:

A strip of land in the Northwest Quarter of the Northwest Quarter (NW\(\frac{1}{4}\)NW\(\frac{1}{4}\)) of Section Twenty-five (25), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, Forty (40.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty five (25.0) feet on the right or Westerly side and Fifteen (15.0) feet on the left or Easterly side of that portion of the following described centerline of what is known as the Davis Aqueduct from Station 288/75.0 to Station 295/47.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 288/75.0, a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 25 bears North 75014' West Ten Hundred Six and One-tenth (1006.1) feet, and running thence South 1000' West Two Hundred Six and Two-tenths (206.2) feet; thence along a regular curve to the left with a radius of Four Hundred (400) feet for an arc distance of Eighty-two and Eight-tenths (82.8) feet; thence South 10052' East Three Hundred Eighty-three and One-tenth (383.1) feet to Station 295/47.1 of said Aqueduct centerline, a point on the South Line of the Vendor's property, from which point the Northwest corner of said Section 25 bears North 48019' West Fourteen Hundred Seven and Nine-tenths (1407.9) feet, containing 0.6 of an acre, more or less; also,

Temporary easements during the construction of the underground pipeline and appurtenant structures above-referred to, for construction purposes on, over, or across the following-described property:

Tract No. 93 (C)

A strip of land in the Northwest Quarter of the Northwest Quarter
(NWLNWL) of Section Twenty-five (25), Township Four (4) North, Range One (1)
West, Salt Lake Base and Meridian, Two Hundred Twenty (220) feet wide and
included between two lines extended to the property lines and everywhere
distant One Hundred Twenty (120) feet on the right or Westerly side and One
Hundred (100) feet on the left or Fasterly side of that portion of the following described centerline of what is known as the Davis Aqueduct from Station
288/75.0 to Station 295/47.1 measured at right angles or radially thereto;
said centerline is more particularly described as follows:

Beginning at Station 288/75.0, a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 25 bears North 75014! West Ten Bundred Six and One-tenth (1006.1) feet, and running thence South 1000! West Two Hundred Six and Two-tenths (206.2) feet;

(Continuation sheet of article 3)

Tract No. 93 (C) (continued)

thence along a regular curve to the left with a radius of Four Hurdred (400) feet for an arc distance of Eighty-two and Eight-tenths (82.8) feet; thence South 10052: East Three Hundred Eighty-three and One-tenth (383.1) feet to Station 295A17.1 of said Aqueduct centerline, a point on the South line of the Vendor's property, from which point the Northwest corner of said Section 25 bears North 48019! West Fourteen Hundred Seven and Nine-tenths (1407.9) feet, containing 3.5 acres, more or less; excepting herefrom 0.6 of an acre, more or less, described herein as Tract No. 93 (P) which is covered by perpetual easements; the net area, exclusive of perpetual easements, is 2.9 acres, more or less.

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; (ii) no trees will be planted; (iii) 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 (iv) 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 Vendor, his successors and assigns, will be compensated by replacement or otherwise for damage to crops, lawns, shrubs or other land-scaping, developed within the perpetual easement area subsequent to completion of construction, caused by reconstruction, operation or maintenance activities; except, that where an operating road is specified there shall be no payment for damages caused by its use.

3d. The United States, at its sole cost and expense, will: (i) replace or repair with materials of like kind and equal quality any existing fences, ditches, pipelines, driveways or roadways including appurtenances thereto, damaged or destroyed by construction of the Davis Aqueduct and appurtenant structures; (ii) grade to reasonably even and regular surfaces, all fills, cuts and waste banks within the easement area; (iii) provide and maintain temporary facilities for ingress and egress to the Vendor's property from existing roads during construction of the Davis Aqueduct and appurtenant structures; (iv) replace topsoil within the perpetual easement area; and (v) construct such facilities as will permit the uninterrupted use, during the period of construction of the Davis Aqueduct, of the earth reservoir which is partly located within the temporary easement area west of the centerline

(Continuation sheet of article 3)

Article 3d (continued)

of said Aqueduct; (vi) construct such facilities as will permit the uninterrupted flow of water, during construction of the Davis Aqueduct from the spring located on the right (westerly) side of the Davis Aqueduct at or near Station 288/50; (vii) re-grade the temporary easement area described herein as Tract No. 93 (C) to lines and grades existing immediately prior to the time of construction of the Davis Aqueduct.

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3e. The United States agrees to record a notice terminating the temporary easements upon completion of 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, the signing of the usual vouchers, and their further 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 Seven Hundred Seventy and no/100 officer's check.
- 5. The Vendor shall procure and have recorded without cost to the United States 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.
- . 6. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the necessary amount and discharging them 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 liens or encumbrances 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 reclamation works, being the contract contract contracts and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor. The Vendor may retain possession of said property warn subject to the easements herein agreed to be conveyed.

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- 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 contractors 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.

12. The following changes in the printed form were made prior to execution of this contract: (a) In the first line of article 3 following the word "deed" there was inserted of easements with covenants of warranty"; (b) Typewritten continuation sheets of articles 3, 3a, 3b, 3c, 3d and 3e were added; (c) In article 8 the words "telephone and electrical transmission lines" were stricken from the third line the last word of the fifth line who words. from the third line, the last word of the fifth line was stricken, the words "subject to the easements herein agreed to be conveyed" were added and the balance of the printed article was stricken; and (d) Typewritten article 12 IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written. THE UNITED STATES OF AMERICA Witnesses: Auch of Zarat ACKNOWLEDGMENT OF VENDOR State of Utah County of Davis On this 10th day of April 19 5s, personally appeared before me may L. Frost, a single man, and Thomas L. Frost and Buth S. Frost, to me known to be the individual, or individuals, described in and will executed the within and foregoing instrument, and acknowledged that they signed the same as their 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. OLD BANGO · 4 -1 -1/1 1/2 1/1

PRINCIPAL PRINCI		Notary Public in and for the State of Utah Residing at Sountiful My commission expires Jamary		
"aamamm"	CERTIFICATE	OF COUNTY RECORDER	=	
State of)			
County of	ss.			
I hereby certify tha M., Page No.	t this instrumen , 19	t was filed for record at my office at and is duly recorded in Vol.	of	o'clock
· County Recorder	Ву	Fees. \$_		
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