VILLE DROKE

Recorder Davis Country
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Sontract No. 14-06-412-559

THITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

W/4-2-471-12

WEBER BASIN

PROJECT

CONTRACT AND GRANT OF ELECTRIC TRANSMISSION LINE EASEMENT

THIS CONTRACT, made this 17th day of October , 19 58, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter referred to as United States and represented by the officer executing this instrument, his duly appointed successor, or his duly authorized representative, hereinafter called the contracting officer, and WILLIAM D. THORNIEY, also known as William Dickson Thornley, also known as William Dickson Thornley, historia.

hereinanter collectively referred to as vendor:

WITNESSETH:

The following grant and the following mutual convenants by and between the parties:

1. For the consideration hereinafter expressed, vendor does hereby grant unto the United States, its successors and assigns, a perpetual easement $\frac{13}{10}$ feet in width measured at right angles from the following described center line, together with the right and privilege to construct, reconstruct, operate, inspect, and maintain one electric transmission line, consisting of a single line of structures supporting one or more electrical power circuits, together with all poles, towers, crossarms, cables, wires, guys, supports, fixtures and such other structures, installation and facilities used or useful in the construction, operation and maintenance of said transmission line, including the right to permit the attachment of wires of others thereto, across the following described land:

Continuation sheet of article 1

Tract No. 6P

A strip of land in the Northwest Quarter of the Southwest Quarter ($\mathbb{N}^{1}_{4}\mathbb{S}\mathbb{W}^{1}_{4}$) of Section Two (2), Township Four (4) North, Range (1) West, Salt Lake Base and Meridian, situated between two lines Six and Five-tenths (6.5) feet distant on each side of the following described centerline, with said lines extended to the Vendor's property lines. The said centerline is more particularly described as follows:

Beginning at a point on the West line of the Vendor's property from which point the West Quarter corner of said Section 2 bears North Six and Five-tenths (6.5) feet and running thence East Ten Hundred Eighty-six and Nine-tenths (1086.9) feet, parallel to and Six and Five-tenths (6.5) feet South of the Vendor's North property line, to a point on the East line of the Vendor's property, from which point the West Quarter corner of said Section 2 bears North 89°39' West Ten Hundred Eighty-six and Nine-tenths (1086.9) feet, containing 0.32 of an acre, more or less.

Compared

2. Said transmission line and every part thereof shall, where it crosses vendor's land, be confined to the area granted under this easement except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distance from said center line where necessary to support said transmission line. However, in the event the installation of such additional guys and/or anchorages as a period of the same properties appraisal approved by the Secretary of the Interior or his duly authorized representative will be made to the vendor.

3. The grant of easement herein contained shall include the perpetual right to enter upon said premises, construct, reconstruct, operate, maintain, and make necessary replacements in connection with said transmission line and to permit the attachment of the torim orchard trees to the extent deemed necessary by the contracting officer to protect the rights and privileges herein granted, a.d to keep the same clear of brush, timienterpreted to include growing crops. All brush, timber or inflammable structures and fire hazards, provided that fire hazards shall not be moved pursuant to the terms hereof shall become the property of the United States and be exercised in such a manner that no fire hazard shall be created hereby. The grant of easement shall not preclude the right to cultivate, use and occupy said premises for

any purposes which will not, in the determination of the contracting officer, constitute a hazard to life or limb, interfere with any of the rights and privileges herein granted to the United States, or endanger any of its property, but said right of cultivation, use and occupancy shall not extend to or include the erection of any structure, including the drilling of wells, or permission to the public to use any part thereof, without advance written permission of the contracting officer. The United States shall exercise due care and diligence in the exercise of the rights and privileges herein granted to it. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine.

- 4. The grant of easement herein contained is subject to the rights-of-way of any nature whatsoever of record and in use.
- 5. It is a condition precedent to the payment to the vendor of the sum named herein that the title to the premises described herein shall be vested in the vendor, subject only to the interest of the United States hereunder and to the matters set out in Article 4 hereof such other defects, interests, or encumbrances as may be acceptable to the United
- 6. It is understood and agreed that if the Secretary of the Interior determines that the interest acquired hereunder by the United States should also be the subject of acqui-sition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the vendor and the award to be made for said in-terest in said proceeding shall be upon the basis of the consideration herein provided.
- 7. Vendor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the vendor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- As complete consideration for the above grant of easement, the United States 8. As complete consideration for the above grant of easement, the United States agrees to pay vendor the sum of Dollars (\$\(\frac{1}{\chi_{\chi,\chi_{\chi}}}\) and if damage occurs to crops, trees, vines, seedlings, or improvements within the said right-of-way as a result of and during construction of the transmission line, payment will be made by the United States on basis of an appraisal approved by the Secretary of the Interior or his duly authorized agent.
- 9. 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 herefrom 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 caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

Projects Manager, Bureau of Reslaterio.

(Vendor)

Acknowledgment:

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ACKNOWLEDGMENT OF VENDOR

State of UT1H

))ss.)

County of DAVIS

On this litth day of October thown's william Diskson Thornto, also known's william Diskson Thornto, before me mown as William Diskson Thornto, and yerus N. Thorntoy, august to me known to be the individual, or individual, described the within and foregoing instrument, and admost added an signed the same as their tree and voluntary act and deed, by it and purposes therein mentioned.

IT WITNESS WHEREOF, I have becounts set my band and although official seal the day and year first above written.

(TEAL);

State of , 16 Residing at

And the State of t