

Form 7-276
(Aug 1 1952)

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Tract 88 - Davis Co.
Levi Love
415
Sub 24-471-1W

135283

Fee Paid 5.90

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

State of Utah }
County of Davis } ss

Filed MAR 1 1954

Contract No. 14-06-412-21

Time 11:30 A.M. Book 61

Weber Basin Project

Page 415 of Official Record

EMILY T. ELDREDGE

Davis County Recorder

LAND PURCHASE CONTRACT

*By Marguerite A. Barnes,
Deputy*

THIS CONTRACT, made this 15th day of February, 1954,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
plementary 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 Levi Love and Elizabeth B. Love, husband and wife,

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein con-
tained, 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.)

(Continuation sheet of article 3)

Tract No. 88 (P)

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

A strip of land in the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) of Section Twenty-four (24), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) 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 262+83.7 to Station 263+77.9 measured radially thereto and 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 said centerline from Station 263+77.9 to Station 286+25.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 262+83.7, a point on the North line of the Vendor's property from which point the West Quarter corner of said Section 24 bears North $34^{\circ}47'$ West Four Hundred Thirteen and Three-tenths (413.3) feet, and running thence along a regular curve to the left with a radius of 200 feet for an arc distance of Ninety-four and Two-tenths (94.2) feet (the tangent to the curve at the point of beginning bears South $3^{\circ}24'$ East); thence South $30^{\circ}23'$ East Four Hundred Fifty-nine and Nine-tenths (459.9) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Sixty-eight and Two-tenths (68.2) feet; thence South $10^{\circ}52'$ East Five Hundred Seventy-four and Four-tenths (574.4) feet; thence along a regular curve to the left with a radius of 400 feet for an arc distance of Thirty-nine and Two-tenths (39.2) feet; thence South $16^{\circ}28'$ East Ten Hundred Fifty and Five-tenths (1050.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Fifty-four and Nine-tenths (54.9) feet to Station 286+25.0 of said aqueduct centerline, a point on the South line of the Vendor's property, also being a point on the South line of the Southwest Quarter of said Section 24, from which point the Southwest corner of said Section 24 bears North $89^{\circ}37'$ West Nine Hundred Seventy-seven and Three-tenths (977.3) feet, containing 2.1 acres, 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. 88 (C)

A tract of land in the West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$), Section Twenty-four (24), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the centerline of what is known as the Davis Aqueduct at Station 262+83.7, a point on the North line of the Vendor's property, from which point the West Quarter corner of said Section 24 bears North $34^{\circ}47'$

Tract No. 88 (C) (continued)

West Four Hundred Thirteen and Three-tenths (413.3) feet, and running thence North $89^{\circ}23'$ East One Hundred Nineteen (119.0) feet; thence South $30^{\circ}23'$ East Five Hundred Forty-seven and Five-tenths (547.5) feet; thence South $10^{\circ}52'$ East Five Hundred Forty (540.0) feet; thence South $79^{\circ}08'$ West Thirty-five (35.0) feet; thence South $10^{\circ}52'$ East, One Hundred Ninety-five and Six-tenths (195.6) feet; thence South $16^{\circ}28'$ East Eleven Hundred Ten and Four-tenths (1110.4) feet; thence South $1^{\circ}00'$ West Thirty-six and Two-tenths (36.2) feet; thence North $89^{\circ}37'$ West Ninety (90.0) feet to Station 286/25 of said Davis Aqueduct centerline, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 24 bears North $89^{\circ}37'$ West Nine Hundred Seventy-seven and Three-tenths (977.3) feet; thence continuing North $89^{\circ}37'$ West One Hundred Ten (110.0) feet; thence North $1^{\circ}00'$ East Eight and One-tenth (8.1) feet; thence North $16^{\circ}28'$ West Ten Hundred Eighty-nine and Four-tenths (1089.4) feet; thence North $10^{\circ}52'$ West Two Hundred Five and Four-tenths (205.4) feet; thence South $79^{\circ}08'$ West Ten (10.0) feet; thence North $10^{\circ}52'$ West Four Hundred Ninety-seven and Eight-tenths (497.8) feet; thence North $30^{\circ}23'$ West Sixty-six and Six-tenths (66.6) feet; thence North $59^{\circ}37'$ East Forty-five (45.0) feet; thence North $30^{\circ}23'$ West Three Hundred Eighty-one and Eight-tenths (381.8) feet to the East line of the highway right-of-way; thence North $1^{\circ}55'$ West, along the East line of the highway right-of-way One Hundred Forty-eight and Eight-tenths (148.8) feet; thence North $89^{\circ}23'$ East Twenty-nine and Seven-tenths (29.7) feet to the point of beginning, containing 11.6 acres, more or less; excepting herefrom 2.1 acres, more or less, described herein as Tract No. 88 (P) which is covered by perpetual easements; the net area, exclusive of perpetual easements, is 9.5 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 landscaping, 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.

(Continuation sheet of article 3)

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; and (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.

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 **Six Hundred Sixty five and no/100** - - - - - dollars (\$ **665.00**) by United States Treasury warrant or fiscal 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, ~~telephone and electrical transmission lines,~~ and other structures 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 ~~until~~ **subject to the easements herein agreed to be conveyed.** ~~notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until~~

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 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 was added.

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

Witnesses:

Harold B. Vihof

Address Bountiful, Utah

Address _____

Address _____

THE UNITED STATES OF AMERICA

By [Signature]
Regional Director, Bureau of Reclamation

[Signature]
Vendor

Elizabeth B. Love
Vendor

Vendor



ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Davis } ss.

On this 15th day of February, 19 54, personally appeared before me Levi Love and Elizabeth B. Love, husband and wife, 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 their 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.



Harold B. Wilson
Notary Public in and for the
State of Utah
Residing at Bountiful
My commission expires January 25, 1958

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder