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Form 7-276
(Aug 1 1952)

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14-06-412-38

State of Utah ss
County of Davis
Mar 13 1954
R. H. B. Bock
Davis County Recorder

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Weber Basin Project

Contract No. 14-06-412-38

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 9th day of March, 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 Joseph S. Bunner and Isabel Bock Bunner, husband 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:

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)

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Tract No. 78 (P)

Perpetual easements to construct, reconstruct, operate and maintain an underground pipeline and appurtenant structures which latter may protrude above the ground surface on, over, or across the following-described property:

A strip of land in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), 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 254,403.4 to Station 256,405.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 254,403.4, a point on the North line of the Vendor's property, from which point the West Quarter corner of said Section 24 bears South 24°20' West Five Hundred Eighty-eight and Five-tenths (588.5) feet, and running thence South 15°14' West Ninety-one and Seven-tenths (91.7) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Fifty-nine and Nine-tenths (59.9) feet; thence South 1°55' East Fifty and Five-tenths (50.5) feet to Station 256,405.5 of said aqueduct centerline, a point on the South line of the Vendor's property from which point the West Quarter corner of said Section 24 bears South 32°14' West Three Hundred Ninety-nine and Eight-tenths (399.8) feet, containing 0.2 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. 78 (C)

A tract of land in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of 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 254,403.4, a point on the North line of the Vendor's property, from which point the West Quarter corner of said Section 24 bears South 24°20' West Five Hundred Eighty-eight and Five-tenths (588.5) feet, and running thence East Twenty-five and Nine-tenths (25.9) feet; thence South 15°14' West One Hundred Twenty-four and Nine-tenths (124.9) feet; thence South 1°55' East Eleven and Five-tenths (11.5) feet; thence East Sixty-five and One-tenth (65.1) feet; thence South 1°55' East Sixty-six (66.0) feet; thence West Ninety and One-tenth (90.1) feet to Station 256,405.5 of said Davis Aqueduct centerline, a point on the South line of the Vendor's property from which point the West Quarter corner of said Section 24 bears South 32°14' West Three Hundred Ninety-nine and Eight-tenths (399.8) feet;

(Continuation sheet of article 3)

Tract No. 78 (C) (continued)

thence continuing West Twenty-nine and Seven-tenths (29.7) feet to the West line of the Vendor's property, also being the East line of the highway right-of-way; thence North 1°55' West along the West line of the Vendor's property and the East line of the highway right-of-way One Hundred Ninety-eight and One-tenth (198.1) feet; thence East Sixty-five and Six-tenths (65.6) feet to the point of beginning, containing 0.4 of an acre, more or less; excepting herefrom 0.2 of an acre, more less, described herein as Tract No. 78 (P) which is covered by perpetual easements; the net area, exclusive of perpetual easements, is 0.2 of an acre, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining.

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.

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 areas; (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; and (iv) replace topsoil within the perpetual easement area.

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

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.

THE UNITED STATES OF AMERICA

By _____

Regional Director, Bureau of Reclamation

Witness: _____

Address: _____

Address: _____

ACKNOWLEDGMENT OF VENDOR

State of Utah
County of Davis

On this 9th day of March, 1951, personally appeared before me Joseph S. Emmer and Isabel Jack Emmer, 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.



Joseph S. Emmer
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 _____

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