

Approved at request of Bureau of Reclamation
MAY 3 1954
Form 7-278 (Aug 1 1952)
Emil T. Eldredge
156 P. EMIL T. ELDRIDGE
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Page 219

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SEE 15-37-1E

Platted Abstracted
On Map
Compared

Weber Basin Project

Contract No. 14-C-412-43

LAND PURCHASE CONTRACT

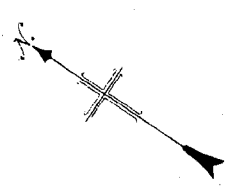
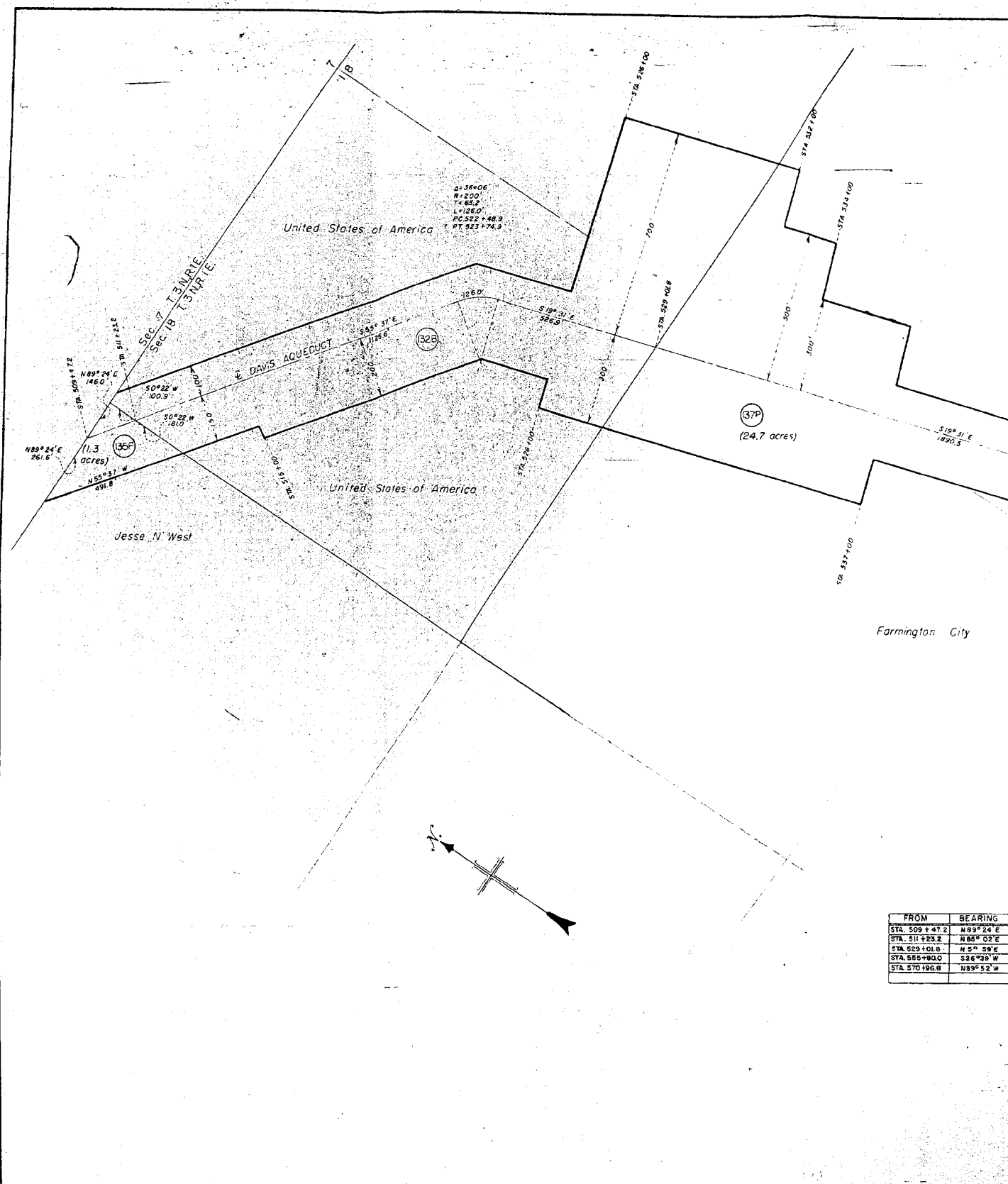
THIS CONTRACT, made this 12th day of February, 1954, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and Esther F. Clark, Nathan G. Clark and Cleo C. Clark, his wife,

hereinafter styled Vendor,

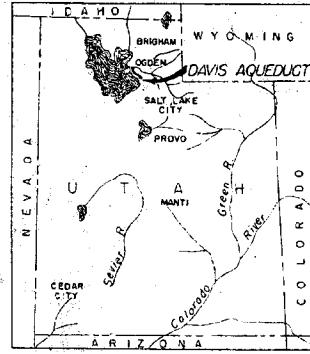
2. WITNESSETH. That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

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 and 3d.)



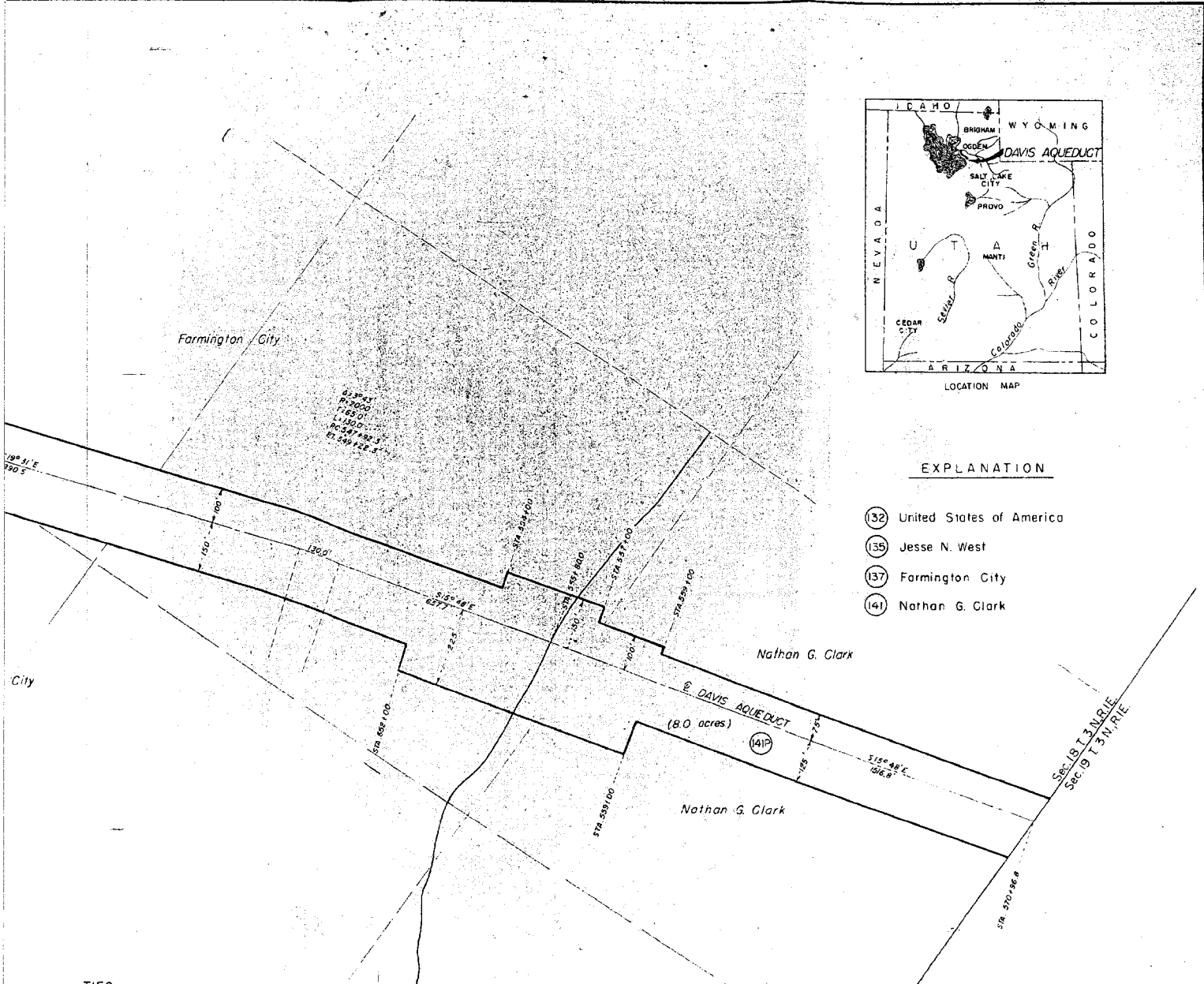
FROM	BEARING
STA. 509 + 47.2	N89°24' E
STA. 511 + 23.2	N06°02' E
STA. 529 + 01.0	N5°59' E
STA. 555 + 80.0	S26°39' W
STA. 370 + 96.8	N89°52' W



LOCATION MAP

EXPLANATION

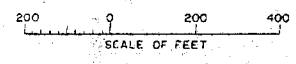
- (132) United States of America
- (135) Jesse N. West
- (137) Farmington City
- (141) Nathan G. Clark



TIES

BEARING	DISTANCE	TO
N 80° 24' E	1466.7	N 1/4 COR. SEC. 18, T. 3 N., R. 1 E.
N 85° 02' E	1326.2	N 1/4 COR. SEC. 18, T. 3 N., R. 1 E.
N 5° 55' E	1352.2	N 1/4 COR. SEC. 18, T. 3 N., R. 1 E.
S 26° 39' W	1830.1	S 1/4 COR. SEC. 18, T. 3 N., R. 1 E.
N 69° 52' W	1444.3	S 1/4 COR. SEC. 18, T. 3 N., R. 1 E.

Township 3 North, Range 1 East
S. 18 T. 3 N., R. 1 E.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT-UT.

DAVIS AQUEDUCT

RIGHTS-OF-WAY MAP

DRAWN *ELM* SUBMITTED.
 TRACED *ELM* RECOMMENDED.
 CHECKED *G.M.* APPROVED.

WEBER BASIN AREA OFFICE OGDEN, UTAH
SHEETS OF SHEETS NOV 12 1953

(Continuation sheet of article 3)

Tract No. 141 (P)

Perpetual easements to construct, reconstruct, operate and maintain an underground pipeline and appurtenant structures including an air valve 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 West half of the Southeast Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section Eighteen (18), Township Three (3) North, Range One (1) East, Salt Lake Base and Meridian, Three Hundred Seventy-five (375.0) feet wide and included between two lines extended to the property lines and everywhere distant Two Hundred Twenty-five (225.0) feet on the right or Westerly side and One Hundred Fifty (150.0) 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 555/80.0 to Station 557/00.0 measured at right angles thereto; Three Hundred Twenty-five (325.0) feet wide and included between two lines everywhere distant Two Hundred Twenty-five (225.0) feet on the right or Westerly side and One Hundred (100.0) feet on the left or Easterly side of that portion of the said centerline from Station 557/00.0 to Station 559/00.0 measured at right angles thereto; and Two Hundred (200.0) feet wide and included between two lines extended to the property lines and everywhere distant One Hundred Twenty-five (125.0) feet on the right or Westerly side and Seventy-five (75.0) feet on the left or Easterly side of that portion of the said centerline from Station 559/00.0 to Station 570/96.8 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 555/80.0, a point on the North line of the Vendor's property, from which point the South Quarter corner of said Section 18 bears South $26^{\circ}39'$ West Sixteen Hundred Thirty and One-tenth (1630.1) feet, and running thence South $15^{\circ}48'$ East Fifteen Hundred Sixteen and Eight-tenths (1516.8) feet to Station 570/96.8 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 Southeast Quarter of said Section 18, from which point the South Quarter corner of said Section 18 bears North $89^{\circ}52'$ West Eleven Hundred Forty-four and Three-tenths (1144.3) feet, containing 8.0 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 trees will be planted and no permanent buildings or structures erected within 30 feet of the left (easterly) side or within 40 feet of the right (westerly) side of the centerline of the Davis Aqueduct or within 20 feet of the centerline of any operating road which does not parallel the Aqueduct; (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 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; and (ii) grade to reasonably even and regular surfaces, all fills, cuts and waste banks within the easement area.

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 One Hundred Thirty Five and no/100 - - - - - dollars (\$ 135.00) 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 any survey and return, 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 and 3d 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.

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

Witnesses:

THE UNITED STATES OF AMERICA

[Signature]
Address _____

By Regional Director, Bureau of Reclamation
Escher L. Clark
Vendor

Address _____

[Signature]
Vendor

Address _____

Cleo C. Clark
Vendor

ACKNOWLEDGMENT OF VENDOR

State of Utah)
County of Davis) ss.

On this 13th day of February, 1964, personally appeared before me Cleo C. Clark to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.

[Signature]
Notary Public in and for the
State of Utah
Residing at Ogden
My commission expires March 25, 1967

(SEAL)



ACKNOWLEDGMENT OF VENDOR

State of Utah
County of Cache } ss.

On this 12th day of February, 1917, personally appeared before me Esther F. Clark to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as 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.



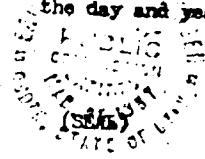
Esther F. Clark
Notary Public in and for the
State of Utah
Residing at Ogden
My commission expires March 25, 1917

ACKNOWLEDGMENT OF VENDOR

State of Utah
County of Davis } ss.

On this 23rd day of March, 1917, personally appeared before me Nathan G. Clark to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.



Nathan G. Clark
Notary Public in and for the
State of Utah
Residing at Ogden
My commission expires March 25, 1917