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Form 7-276  
(Aug 1 1952)

Platted  Abstracted   
On Margin  Indexed   
Compared  Entered

*Tract No. 25  
1st 2nd 3rd 4th 5th 6th  
7th 8th 9th 10th 11th 12th*

136600

State of Utah  
County of Davis

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

*25-42-10*

Filed MAY 3 1954

Time 1:58 P.M. Book 64

Page 230 of *Official Records*  
EMILY T. FLOREDGE

Weber Basin Project

Contract No. ~~14-06-412-49~~

*by Grace A. Bybee, Deputy*  
Davis County Recorder

LAND PURCHASE CONTRACT

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 Ruth S. Frost, 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:  
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. 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 75°14' West Ten Hundred Six and One-tenth (1006.1) feet, and running thence South 1°00' 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 10°52' 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 48°19' 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 (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, 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 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 75°14' West Ten Hundred Six and One-tenth (1006.1) feet, and running thence South 1°00' 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 Hundred (400) feet for an arc distance of Eighty-two and Eight-tenths (82.8) feet; thence South 10°52' East Three Hundred Eighty-three and One-tenth (383.1) feet to Station 29547.1 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 48°19' 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 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 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



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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:

THE UNITED STATES OF AMERICA

Jack N. Carter  
Address \_\_\_\_\_

By Ray L. Frost  
Regional Director, Bureau of Reclamation

Address \_\_\_\_\_

Thomas L. Frost  
Vendor

Address \_\_\_\_\_

Ruth S. Frost  
Vendor

ACKNOWLEDGMENT OF VENDOR

State of Utah } ss.  
County of Davis

On this 10th day of April, 19 58, personally appeared before me Ray L. Frost, a single man, and Thomas L. Frost and Ruth S. Frost, 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.



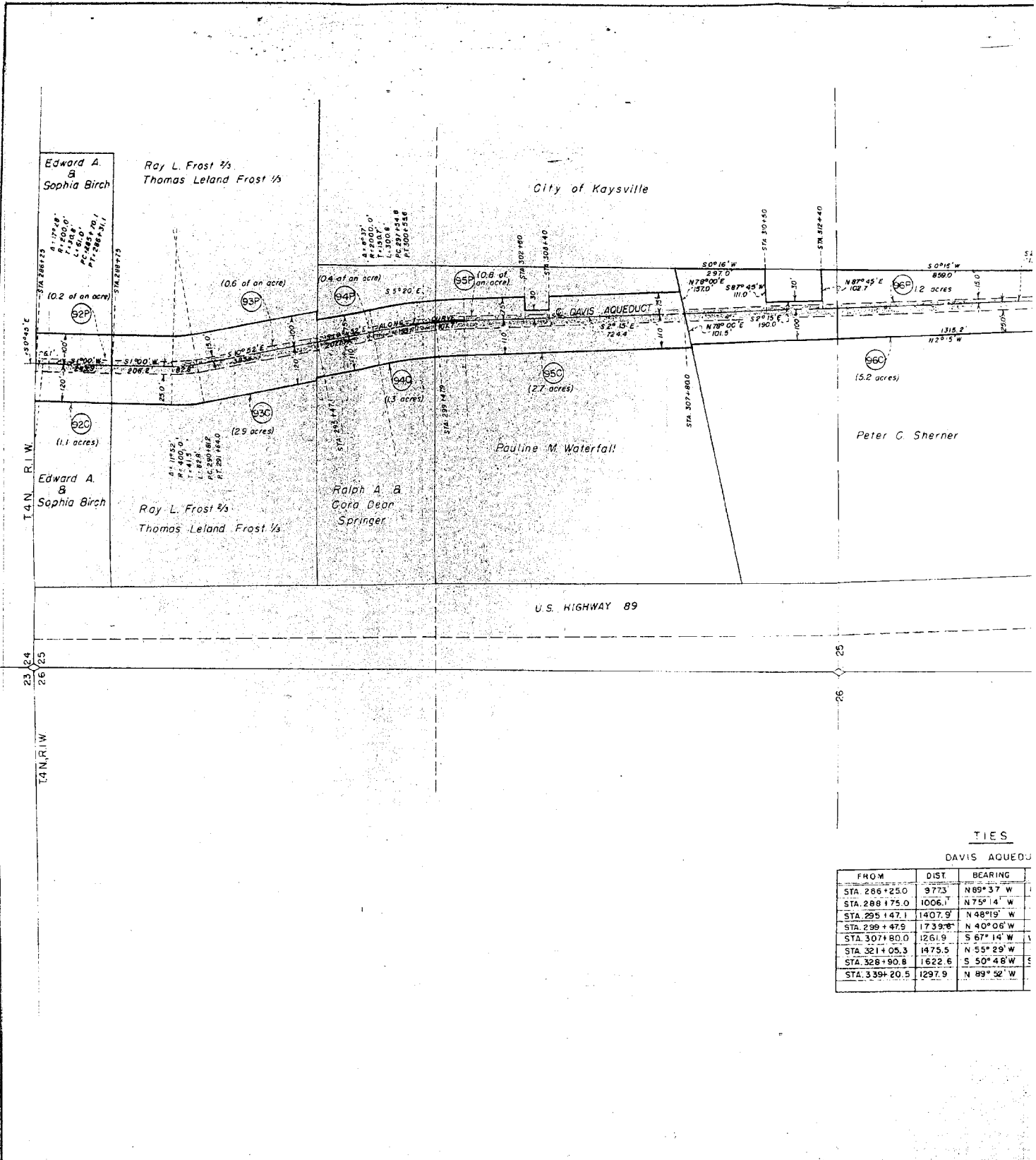
Harold B. Wilco  
Notary Public in and for the  
State of Utah  
Residing at Bountiful  
My commission expires January 25, 1958

CERTIFICATE OF COUNTY RECORDER

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

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. \_\_\_\_\_

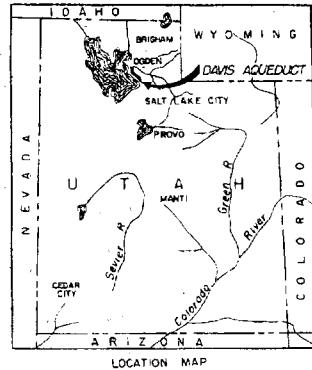
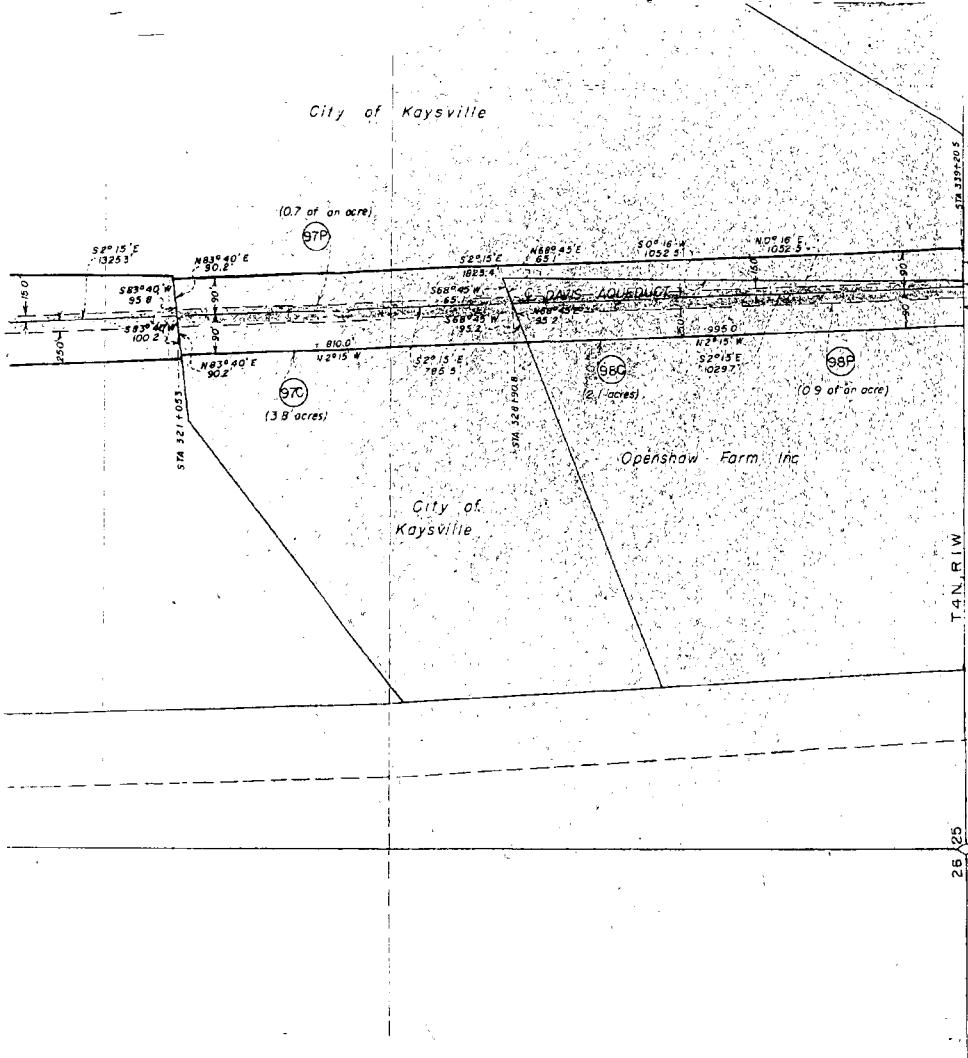
By \_\_\_\_\_ Fees, \$ \_\_\_\_\_  
County Recorder



TIES

DAVIS AQUEDUCT

FROM	DIST	BEARING
STA 286+25.0	977.3	N 89° 37' W
STA 288+75.0	1006.1	N 75° 14' W
STA 295+147.1	1407.9	N 48° 19' W
STA 299+47.9	1739.8	N 40° 06' W
STA 307+80.0	1261.9	S 67° 14' W
STA 321+05.3	1475.5	N 55° 29' W
STA 328+90.8	1622.6	S 50° 48' W
STA 339+20.5	1297.9	N 89° 52' W

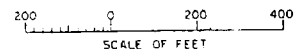


**EXPLANATION**

- ⊙ Edward A & Sophia Birch
- ⊙ Ray L. Frost 2/3, Thomas Leland Frost 1/3
- ⊙ Ralph A. & Cora Dean Springer
- ⊙ Pauline M. Waterfall
- ⊙ Peter C. Sherner
- ⊙ City of Kaysville
- ⊙ Openshaw Farm Inc

Note: Shaded area - Perpetual easement area

TOWNSHIP 4 NORTH, RANGE 1 WEST  
S 1 B & M



**TIES**

V. S. AQUEDUCT

BEARING	TO
N 89° 37' W	NW Cor Sec 25, T4N R1W
N 75° 14' W	" " " " " "
N 48° 19' W	" " " " " "
N 40° 06' W	" " " " " "
S 67° 14' W	W 1/4 Cor Sec 25, T4N R1W
N 55° 29' W	" " " " " "
S 30° 48' W	SW Cor Sec 25, T4N R1W
N 69° 52' W	" " " " " "

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**WEBER BASIN PROJECT, UTAH**  
**DAVIS AQUEDUCT**  
RIGHTS-OF-WAY MAP

DRAWN ELH.	SUBMITTED <i>Re J. [Signature]</i>
TRACED ELH.	RECOMMENDED <i>[Signature]</i>
CHECKED <i>AMG</i>	APPROVED <i>[Signature]</i>

WEBER BASIN AREA OFFICE    OGDEN, UTAH    525-475-2500  
SHEET 1 OF SHEETS    OCT. 14, 1933