

Form 7-276
(Aug 1 1952)

135627

590

State of Utah }
County of Davis }

4 Feb 5 90

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

229

MAH 19 1954
Time 2:45 P.M. Book 62
Page 229 of 229
Ernest D. Edwards
Davis County Recorder

Weber Basin Project

Contract No. 14-06-422-34

Platted ☐ Not Platted ☐

On 11

County 11

LAND PURCHASE CONTRACT

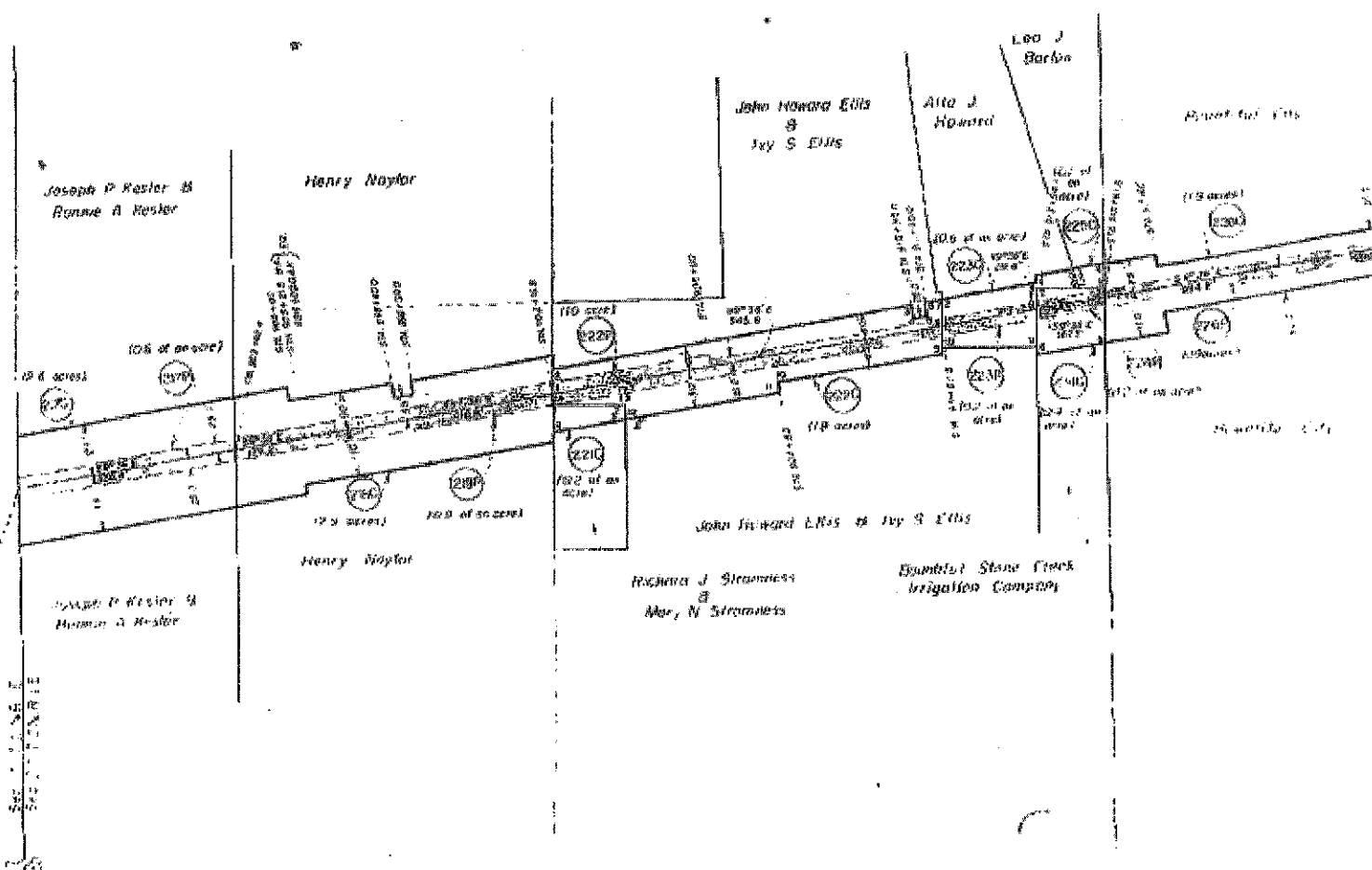
THIS CONTRACT, made this 6th day of March, 1954, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and Joseph P. Kesler and Bonnie A. Kesler, husband and wife,

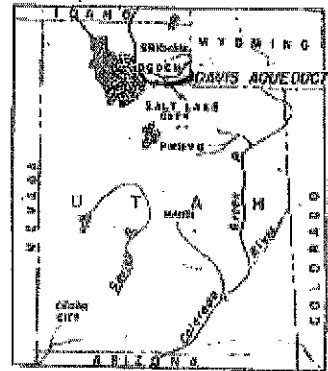
hereinafter styled Vendor,

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 of easements with covenants of warranty 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.)





INDEX MAP

EXPLANATION

- (217) Joseph P. Kessler & Bernice A. Kessler
- (218) Henry Naylor
- (221) Richard J. Stromness & Mary M. Stromness
- (222) John Howard Ellis & Ivy S. Ellis
- (223) Alta J. Howard
- (224) Bountiful Stone Creek Irrigation Company
- (225) Leo J. Barlow
- (226) Bountiful City

Note

Shaded area : Perpetual easement area

Township 2 North Range 1 East

S.L.B. & M.

200 0 200 400
SCALE OF FEET

FROM	BEARING	DISTANCE	TO
STA 670+00.0	N 88° 53' W	354.9	STATION 1000+00.0
STA 670+00.0	N 88° 53' W	1055.2	STATION 1700+00.0
STA 670+00.0	N 88° 53' W	1700.1	STATION 2400+00.0
TRACT 2225C	N 88° 53' W	100.0	STATION 2500+00.0
TRACT 2225C	S 77° 00' E	1000.0	STATION 3500+00.0
STA 670+00.0	S 88° 53' E	1075.1	STATION 4575.1
STA 670+00.0	S 88° 53' E	1480.1	STATION 6055.1
TRACT 2225C	S 88° 53' E	1419.3	STATION 7474.4
STA 670+00.0	N 88° 53' W	5554.9	STATION 13029.3

TRACT NO 221G

COURSE	BEARING	DISTANCE
1	SOUTH	100.0
2	WEST	10.0
3	N 88° 53' W	675.4
4	EAST	10.0

TRACT NO 222C

COURSE	BEARING	DISTANCE
1	EAST	200.0
2	S 88° 53' E	200.0
3	S 88° 53' E	200.0
4	S 88° 53' E	200.0
5	S 88° 53' E	200.0
6	S 88° 53' E	200.0
7	WEST	60.0
8	WEST	60.0
9	S 88° 53' W	600.0
10	S 88° 53' W	200.0
11	S 88° 53' W	200.0
12	EAST	10.0
13	NORTH	100.0
14	EAST	200.0

TRACT NO 223C

COURSE	BEARING	DISTANCE
1	EAST	200.0
2	S 88° 53' E	200.0
3	EAST	10.0
4	S 88° 53' E	200.0
5	S 88° 53' E	200.0
6	NORTH	600.0
7	WEST	60.0
8	WEST	60.0
9	SOUTH	200.0
10	EAST	20.0

TRACT NO 224C

COURSE	BEARING	DISTANCE
1	EAST	200.0
2	SOUTH	200.0
3	WEST	20.0
4	WEST	20.0
5	N 88° 53' W	1000.0
6	EAST	10.0

TRACT NO 225C

COURSE	BEARING	DISTANCE
1	SOUTH	20.0
2	S 88° 53' E	20.0
3	WEST	20.0

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
WEBER BASIN PROJECT - UTAH	
DAVIS AQUEDUCT	
RIGHTS-OF-WAY MAP	
DRAWN BY	SUBMITTED
TRACED BY	RECOMMEND
CHECKED	APPROVED
REPER. DATE AND OFFICE	

(Continuation sheet of article 3)

Tract No. 217 (F)

Perpetual easements to construct, reconstruct, operate and maintain an underground pipeline and appurtenant structures which latter may 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 Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Twenty (20), Township Two (2) North, Range One (1) East, Salt Lake Base and Meridian, Fifty (50.0) 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 Twenty-five (25.0) 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 898 \angle 10.9 to Station 903 \angle 46.4 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 898 \angle 10.9, a point on the North line of the Vendor's property, also being a point on the North line of said Section 20, from which point the North Quarter corner of said Section 20 bears North $88^{\circ}33'$ West Eight Hundred Fifty-four and Nine-tenths (854.9) feet, and running thence South $9^{\circ}36'$ East Five Hundred Thirty-five and Five-tenths (535.5) feet to Station 903 \angle 46.4 of said Davis Aqueduct centerline, a point on the South line of the Vendor's property, from which point the North Quarter corner of said Section 20 bears North $80^{\circ}01'$ West Ten Hundred Eighty-nine and Nine-tenths (1089.9) 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. 217 (G)

A strip of land in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Twenty (20), Township Two (2) North, Range One (1) East, Salt Lake Base and Meridian, Two Hundred Sixty (260.0) feet wide and included between two lines extended to the property lines and everywhere distant One Hundred Thirty-five (135.0) feet on the right or Westerly side and One Hundred Twenty-five (125.0) 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 898 \angle 10.9 to Station 903 \angle 46.4 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 898 \angle 10.9, a point on the North line of the Vendor's property, also being a point on the North line of said

Tract No. 217 (C) (continued)

Section 20, from which point the North Quarter corner of said Section 20 bears North 88°53' West Eight Hundred Fifty-four and Nine-tenths (854.9) feet, and running thence South 9°36' East Five Hundred Thirty-five and Five-tenths (535.5) feet to Station 903+46.4 of said Davis Aqueduct centerline, a point on the South line of the Vendor's property, from which point the North Quarter corner of said Section 20 bears North 60°01' West Ten Hundred Eighty-nine and Nine-tenths (1089.9) feet, containing 3.2 acres, more or less; excepting herefrom 0.6 of an acre, more or less, described herein as Tract No. 217 (P) which is covered by perpetual easements; the net area, exclusive of perpetual easements, is 2.6 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; provided, however, that after construction of the Davis Aqueduct and subject to the easements granted to the United States in this contract, the United States will have no objection should the Vendor grant easements for: (a) underground culinary water, gas and sewer pipelines (having at least one foot clearance between the top of the aqueduct pipe and the bottoms of the pipelines); (b) a public street including sidewalks, curbs and gutters; (c) electric power and telephone lines under or above the ground surface; all to be constructed across the aqueduct pipeline and right-of-way between aqueduct centerline Stations 899+25 and 899+85.

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

(Article 3d continued)

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) remove excavated boulders which are not used in the backfill 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 Seven Hundred Forty and No/100 - - - - - dollars (\$ 740.00) 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 electric 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 ~~unlike~~ subject to the easements herein agreed to be conveyed. ~~and without unduly~~

233

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 "herein" 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.

5

THE UNITED STATES OF AMERICA

Warranted by Special Agent Regional Director, Bureau of Reclamation
Address — Bonville, L. A. 6646 — 4747 Vendor

Address Bosch, L. L. Co. 1000 1st St. N. E.
Vendor 1000 1st St. N. E.

Address _____
Vendor _____

Address _____ **Vendor** _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

CERTIFICATE OF COUNTY RECORDER

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. _____

County Recorder By _____ Fees, \$ _____