

Parcels Nos. JDR-Hy-189-61:28:A
61:28B:A
61:28:EP
61:28:ET

24889-5

7-276 (4-79)
Bureau of Reclamation

**UNITED STATES
DEPARTMENT OF THE INTERIOR**

BUREAU OF RECLAMATION
RELOCATION OF U.S. HIGHWAY 189
JORDANELLE DAM AND RESERVOIR
CENTRAL UTAH Project

Contract No. 8-07-40-L2170

LAND PURCHASE CONTRACT

RED NOTE AB

29/847

SECURITY TITLE CO.

88 JUN 16 PM 12:09

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY *E. M. 14.30*

THIS CONTRACT, made this 9th day of May, 1988, 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

DUANE H. MARCHANT and JOAN P. MARCHANT

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 SUMMIT, State of UTAH, with covenants of warranty, to-wit: (See attached continuation sheets of Article 3 for Land Descriptions and Articles 3a, 3b, 3c, 3d, 3e, 3f, 3g, and 3h.)

BOOK 481 PAGE 302

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, and 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 Two thousand nine hundred and .00 dollars (\$2,900.00) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall at his own cost procure and have recorded 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.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same 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 lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

8. 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.

9. After execution of this contract by the United States, the proper officers and agents of the United States, its contractors, employees, agents, or assigns shall, at all times, have unrestricted access to said property for any purpose, free of any claim for damage or compensation on the part of the Vendor, except as otherwise provided for in this contract. The Vendor may retain possession of Parcels Nos JDR-Hy-189-61:28:A and 61:28B:A (fee title parcels) until 6/1/88, notwithstanding earlier delivery of the deed as herein provided.

(Continuation Sheet of Article 3)

PARCEL NO. JDR-Hy-189-61:28:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is approximately Six Hundred Ninety-six and Fifty-four Hundredths (696.54) feet East (North 89°30'07" East highway bearing) from the North Quarter corner of said Section 19; thence South (South 0°13'45" East highway bearing) Thirty-six and Ninety-two Hundredths (36.92) feet, more or less, along said East boundary fence line of said entire tract to a point One Hundred (100.0) feet perpendicularly distant southerly from the center line of said project; thence North 89°51'00" West Six Hundred Fifty-two and Twenty Hundredths (652.20) feet, more or less, to an existing north-south fence line West of the old lane; thence North 0°19'56" East (North 0°38'12" East highway bearing) Twenty-nine and Fifty-five Hundredths (29.55) feet, more or less, along said fence line to the North line of said Section 19; thence East (North 89°30'07" East highway bearing) Six Hundred Fifty-one and Seventy-five Hundredths (651.75) feet, more or less, along said North line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No. JDR-Hy-189-61:28:A contains a total of Fifty Hundredths (0.50) of an acre, more or less.

ALSO,

PARCEL NO. JDR-Hy-189-61:28B:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the North Quarter corner of said Section 19; thence South (South 0°16'07" East highway bearing) Twenty-nine and Four Hundredths (29.04) feet, more or less, along the West line of said Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) to a point One Hundred (100.0) feet perpendic-

BOOK 481 PAGE 304

DESCRIPTION CERTIFIED CORRECT
BY *[Signature]* 3/14/88
Name Date

ularly distant southerly from the center line of said project; thence South $89^{\circ}51'00''$ East Forty-four and Thirty-two Hundredths (44.32) feet, more or less, to an existing north-south fence line; thence North $0^{\circ}19'56''$ East (North $0^{\circ}38'12''$ East highway bearing) Twenty-nine and Fifty-five Hundredths (29.55) feet, more or less, along said fence line to the North line of said Section 19; thence West (South $89^{\circ}30'07''$ West highway bearing) Forty-four and Seventy-nine Hundredths (44.79) feet, more or less, along said North line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No. JDR-Hy-189-61:28B:A contains a total of Three Hundredths (0.03) of an acre, more or less.

Parcels Nos. JDR-Hy-189-61:28:A and 61:28B:A contain a total of Fifty-three Hundredths (0.53) of an acre, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including improvements, but excepting and reserving to the Grantor, all water and water rights.

- 3a. Excepting and reserving from said conveyance any coal, oil, gas, and other mineral rights (but not sand and gravel) owned by the Grantor in the above-described land, together with the right to prospect for and remove the same, but any rights reserved hereunder shall be exercised in such a manner as will not interfere with the construction, operation, and maintenance of the relocated U.S. Highway 189, or any works of the Central Utah Project.
- 3b. In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby agrees to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from the Grantor's remaining property contiguous to Parcels Nos. JDR-Hy-189-61:28:A and 61:28B:A.

AND, ALSO,

A perpetual easement, upon part of an entire tract of property, for the purpose of constructing and maintaining thereon an irrigation facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:28:EP

A parcel of land upon part of an entire tract of property in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Said part of an entire tract is a strip of land Ten (10.0) feet wide, adjoining southerly the following described portion of the southerly limited-access line of said project:

Beginning at a point One Hundred (100.0) feet perpendicular distant southerly from the center line of said project at Engineer Station

(Continuation Sheet of Article 3 - continued)

546+20.00, said point of beginning is approximately Four Hundred Eighty-five and Thirty-one Hundredths (485.31) feet North $89^{\circ}30'07$ East and Thirty-four and Fifty-three Hundredths (34.53) feet South $0^{\circ}29'53''$ East from the North Quarter corner of said Section 19; thence South $89^{\circ}51'00''$ East Two Hundred Eleven and Seven Hundredths (211.07) feet, more or less, to the East boundary fence line of said entire tract.

Parcel No JDR-Hy-189-61:28:EP contains a total of Five Hundredths (0.05) of an acre, more or less.

ALSO,

A temporary construction easement, upon part of an entire tract of property to facilitate the construction of said irrigation facility and appurtenant parts thereof, incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:28:ET

A parcel of land in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Nineteen (19), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

A strip of land Fifteen (15) feet wide adjoining southerly the southerly side line of the above described Parcel No. JDR-Hy-189-61:28:EP.

Parcel No. JDR-Hy-189-61:28:ET contains a total of Seven Hundredths (0.07) of an acre, more or less.

Parcels Nos. JDR-Hy-189-61:28:EP and 61:28:ET contain a total of Twelve Hundredths (0.12) of an acre, more or less.

(Note: All highway bearings in the above descriptions are based on the Utah State Plane Coordinate System.)

3c. 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, oil, gas, and other 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.

3d. The United States or its assigns, within the easement area herein described, will : (i) replace or repair with materials of like kind and equal quality any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, existing at the time of execution of this contract by the Vendor that are damaged or destroyed by construction of the relocated U.S. Highway 189 and appurtenant parts thereof; and (ii) the United States or its assigns will restore the easement area as near as practicable to its original condition after construction of said U.S. Highway 189 and appurtenant parts thereof is completed, but not in any way that will interfere with the purpose of said easement.

3e. The United States or its assigns also agrees that if damage occurs to agricultural crops or livestock within the easement area as a result of construction of the relocated U.S. Highway 189 and appurtenant parts thereof, payment will be made by the United States or its assigns to the owner thereof on the basis of an appraisal approved by the United States or its assigns.

3f. After said irrigation facility is constructed on the above-described parts of an entire tract at the expense of the United States or its assigns, the United States or its assigns is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility, and appurtenant parts thereof.

3g. The temporary easement described herein shall expire upon the completion of construction on the relocated U.S. Highway 189 and appurtenant parts thereof.

3h. This contract is freely assignable and transferable and shall constitute a covenant running with the land, binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the Vendor, for the benefit of the United States, its contractors, employees, agents, and assigns.

3i. It is understood and agreed that the opening at stations at beg. L/A line 542+00, and end. L/A 541+80 will have standard gates as per other access openings, it is further understood and agreed that an access opening will be provided at station # ~~544+70~~ plus or minus 20 feet.

545+20 BUR

BOOK 481 PAGE 307

The Vendor may retain possession of Parcels Nos. JDR-Hy-189-61:28:EP and 61:28:ET subject to the easements herein agreed to be conveyed.

~~9. Notwithstanding earlier delivery of the deed as herein provided, vendor may retain possession of said property until the ninetieth day following the date of this contract or until the ninetieth day following the date the Vendor has received written notice to vacate whichever is earlier; provided, however, that in any event Vendor may retain possession of said property until payment to Vendor of the consideration. Vendor may harvest and retain the crops thereon until provided, further, that after execution of this contract the United States may enter upon said property for the purpose of surveying for the construction of works of the United States. For the purposes of this Article 9, payment of consideration to the Vendor shall be deemed to have been made upon the mailing of the warrant or fiscal officer's check to vendor at his last known address.~~

10. 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.

11. 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.

12. 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.

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

Witnesses:

Address _____

Address _____

Address _____

THE UNITED STATES OF AMERICA

By John A. Billings
Acting Regional Supervisor of Water and Land

Charles T. Marchant
Vendor

James P. Marchant
Vendor

Vendor

BOOK 481 PAGE 308

"Appd. Sol. Off."
[Signature]

ACKNOWLEDGMENT OF VENDOR

State of Utah

County of Davis

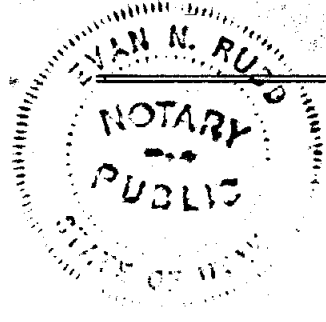
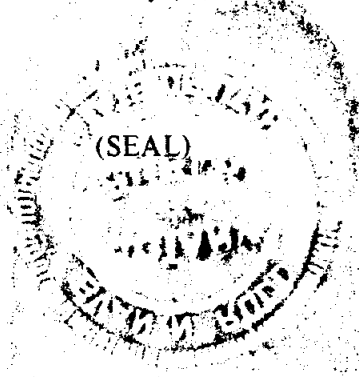
} ss.

On this ninth day of May, 19 88, personally appeared before me Duane H. and Joan P. Marchant 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.

Evan N. Rudd

Notary Public in and for the
State of Utah
Residing at Murray
My commission expires 9/21/90



BOOK 481 PAGE 309