- 4. The United States shall prochase said property on the terms herein expressed, and on execution and delivery of the dead required by article 2, 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 processe price the sum of the factor for the delivery confidence delians (\$ 1000 miles the sum of the United States Trecamy warrant or fiscal officials eleck.
- 5. The Vendor shall produce and have recorded without cost to the United States all assurances of title and stituavits 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, hens or canambrances capressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense anless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be been by the United States.
- 3. The Vender Shall sell and by good and sufficient deed convey to the United States and estate situated in the County of the property of the property of the construction of the property of
- ton 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

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- pereinatter styled Acudor, or this contract by the United States. To proper officers and agents of the United States that at all thines have unrestricted access to said property to survey for and construct reclamation works, to cohors rise along transmission lines and other structures and applicates incident to used reclamation wells, free of any carm for darrage or consponention on the winder to come reclamation or the large of said property until the state of the deed as here in provided, and may harvest and retain the arche thereon
- 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
- 19. Inc. Vender Wirnste Lank C. H. & End C. C. M. L. C. Leviscon to relied or success to relied or success to relied of success to relied or success to relied or results to remain the contract of in its ciseration. In the contract of this warrage is accusated in contract rules of consideration are amount of successions payable by contract or again contracts or sales a Coutact Note 14-08-400-5243 fide estainstend commercial or soliting agencies maintained by the Vandor for the purpose of the estainstend commercial or soliting agencies maintained by the Vandor for the purpose of

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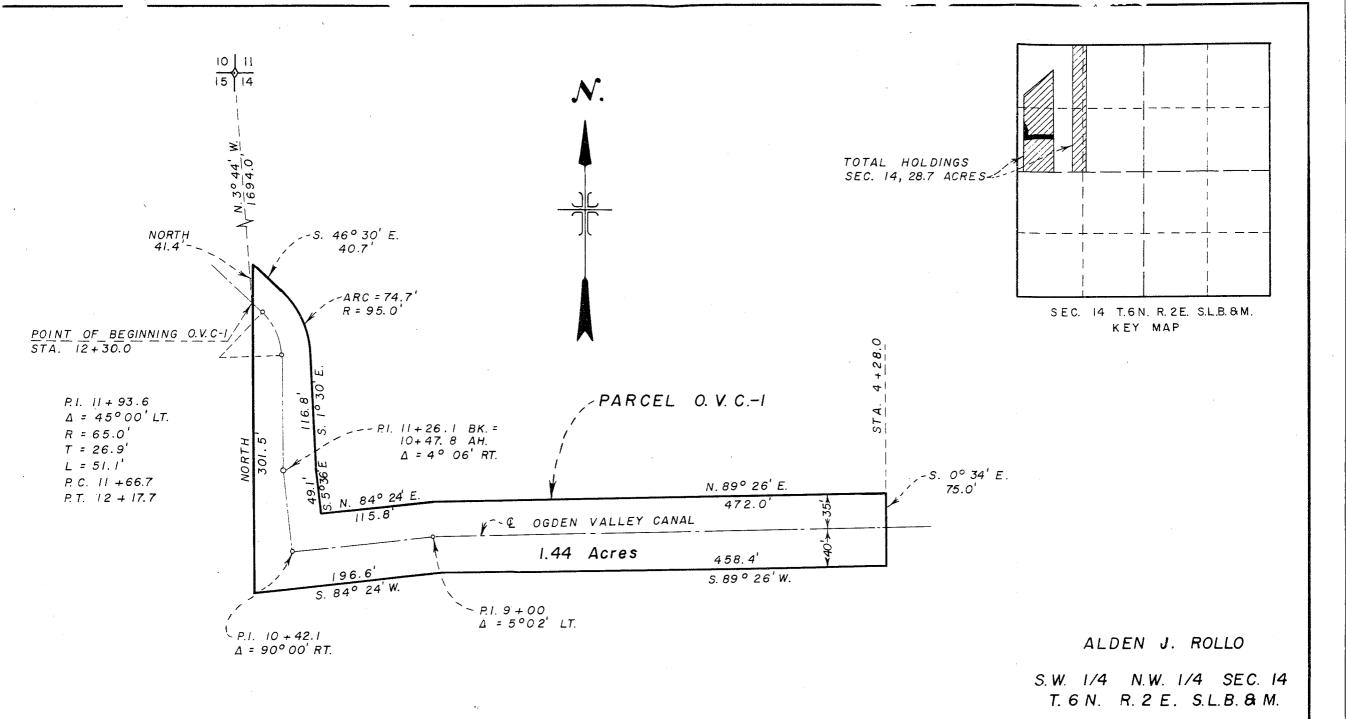
A tract of land in the Southwest Quarter of the Northwest Quarter $(SW_{1}^{1}NW_{1}^{1})$ of Section Fourteen (14), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the West line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 12+30.0, from which point the Northwest corner of said Section 14 bears North 3°44' West Sixteen Hundred Ninety-four (1694.0) feet, and running thence North along said West line Forty-one and Four-tenths (41.4) feet; thence South 46°30' East Forty and Seven-tenths (40.7) feet; thence along a regular curve to the right with a radius of 95 feet for an arc distance of Seventyfour and Seven-tenths (74.7) feet; thence South 1°30' East One Hundred Sixteen and Eight-tenths (116.8) feet; thence South 5°36' East Forty-nine and One-tenth (49.1) feet; thence North 84°24' East One Hundred Fifteen and Eight-tenths (115.8) feet; thence North 89°26' East Four Hundred Seventytwo (472.0) feet to the Vendor's East property line; thence South 0°34' East Seventy-five (75.0) feet; thence South 89°26' West Four Hundred Fifty-eight and Four-tenths (458.4) feet; thence South 84°24' West One Hundred Ninetysix and Six-tenths (196.6) feet to the Vendor's West property line; thence North along said West property line Three Hundred One and Five-tenths (301.5) feet to the point of beginning, containing 1.44 acres, 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 United States at its sole cost and expense, will fence along the Canal right-of-way with a 26" woven wire net and three barbed wires through the above described land.
- Subject to the prior right and use by the United States the Vendor will be permitted at his sole risk and expense to use the operation and maintenance road for access to his remaining property from existing roads. operation and maintenance road and appurtenances thereto will be maintained by the United States only to the extent necessary for its use. Access from the canal bank to the Vendor's property will be provided, operated and maintained at the expense of the Vendor.

DESCRIPTION CERTIFIED CORRECT



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ACKNOWLEDGMENT OF VENDOR

State of	UTAH					· · · · · · · · · · · · · · · · · · ·
County of	WEBER	}ss.				
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na en company de la company de la participa de la properto de la properto de la company de la compan Copy for: Parcel No. OVC-2A, 2B(T) Peery Land & Livestock Co.

DEPARTMENT OF THE INTERIOR

Ogden Valley Canal BUREAU OF RECLAMATION มีเลือ establiched eummermar o

he garner to the bar Despated on super re-Contract No. 14-06-400-26 politima de la principa de la contra especial de la contra especia un geschmarrout benechtreich mehre er er erröjectul beschaat et met deut geleich ein der der beschaar der der cared, on a series of this was only a series of the series of the series of the series of the series of this was only a series of the series o

. Indiana mere district perfect and as the parties of the series of the seguines and the first THIS CONTRACT, made this sy the good ay of the most of reliable to using 19:62 ju in pursuance of the Act of June 17, 1992 (32 State 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 earner Letivery or the decid as herela pick ideal and may harvest and relative the string their edu

tures and applianess include to rate recommendate, been of any chain to damage or con-pensition on the passing beat, rest and present constant and chain to damage or con-tures and applianess include to rate over constant. and construct reclamation works, reference and electrical transmission lines, and other strucof the United States shall at all draws have be restructed access to said property to sursey for hereinafter styled Vendor. This assents the proper officers and agents

- 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 See attacked continuation sheets of Article 3 for description and Articles To any are preters may, at the obtact, comove any and cit sack quistanding lies and To. In the event that lieus or encombrances, other than above acquesally provided haroin

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Continuation sheet of article 3

Parcel No. OVC-2A

A strip of land in the Southwest Quarter of the Northwest Quarter ($SW_{\mu}^{1}NW_{\mu}^{1}$) of Section Fourteen (14) and in the Southeast Quarter of the Northeast Quarter ($SE_{\mu}^{1}NE_{\mu}^{1}$) of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Sixty-five (65) feet wide and included between two lines extended to the property lines and everywhere distant Thirty (30) feet on the right or Easterly and Northerly side and Thirty-five (35) feet on the left or Westerly and Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 12+30.0 to Station 21+10.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 12+30.0, a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 14 bears North 3°44' West Sixteen Hundred Ninety-four (1694.0) feet, and running thence North 46°30' West Seventeen and Five-tenths (17.5) feet; thence along a regular curve to the right with a radius of 65 feet for an arc distance of Fifty-one and Eight-tenths (51.8) feet to Station 12+99.3 back equals Station 12+96.1 ahead; thence North 0°49' West along a line 30 feet west of the Vendor's East property line Two Hundred Thirty-seven and Six-tenths (237.6) feet; thence along a regular curve to the left with a radius of 50 feet for an arc distance of Seventy-eight and Five-tenths (78.5) feet; thence South 89°13' West along a line 30 feet South of the Vendor's North property line Four Hundred Thirty-eight and Seven-tenths (438.7) feet; thence along a regular curve to the right with a radius of 50 feet for an arc distance of Fifty-nine and One-tenth (59.1) feet to Station 21+10.0, a point on the Vendor's North property line, the tangent to the curve at the point of ending bears North 23°03' West; from which point the Northeast corner of said Section 15 bears North 19°18' East Thirteen Hundred Ninety-nine and One-tenth (1399.1) feet, containing 1.32 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-2B(T)

A temporary easement for the construction of the Ogden Valley Canal and appurtenant structures on, over or across the following described property:

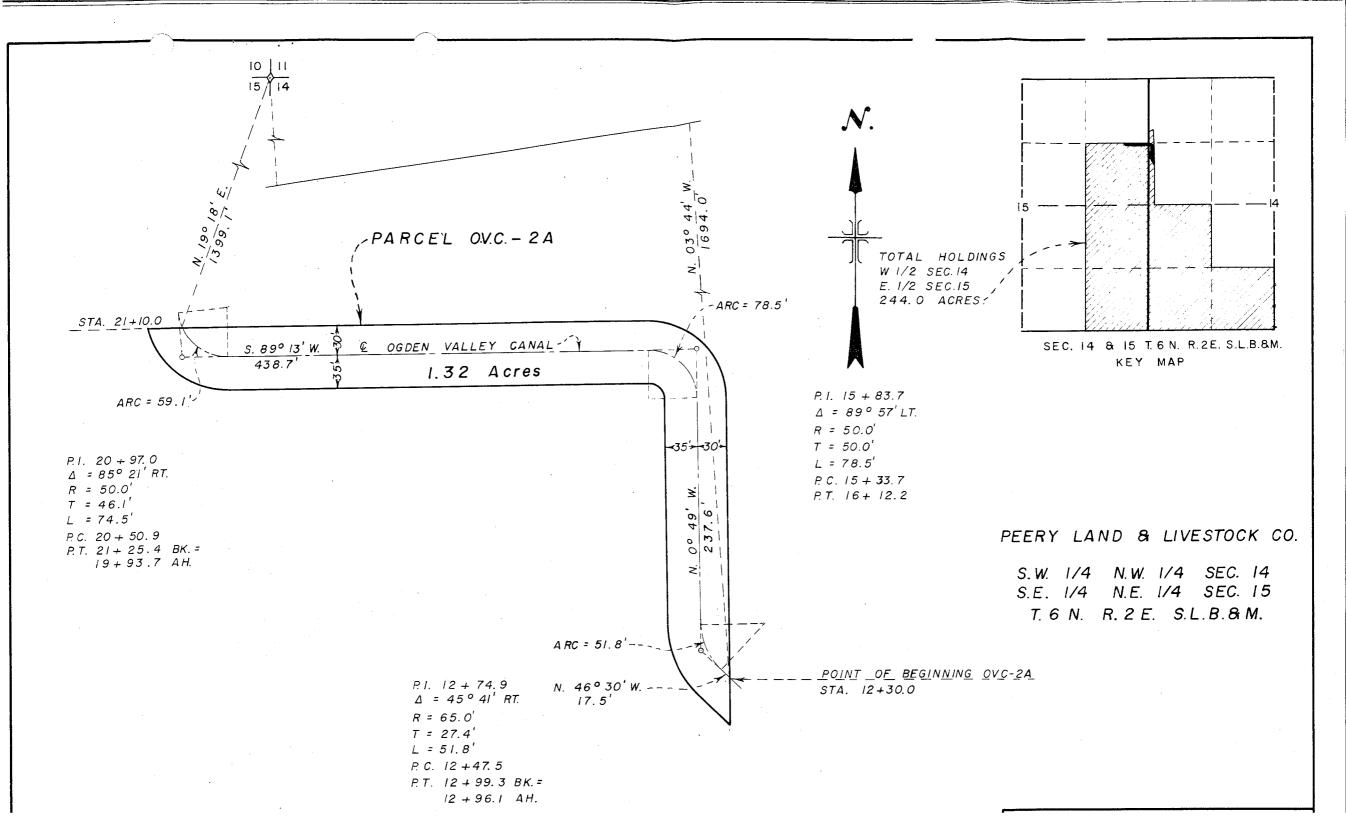
A tract of land in the Southwest Quarter of the Northwest Quarter $(SW_{\frac{1}{4}}NW_{\frac{1}{4}})$ of Section Fourteen (14), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

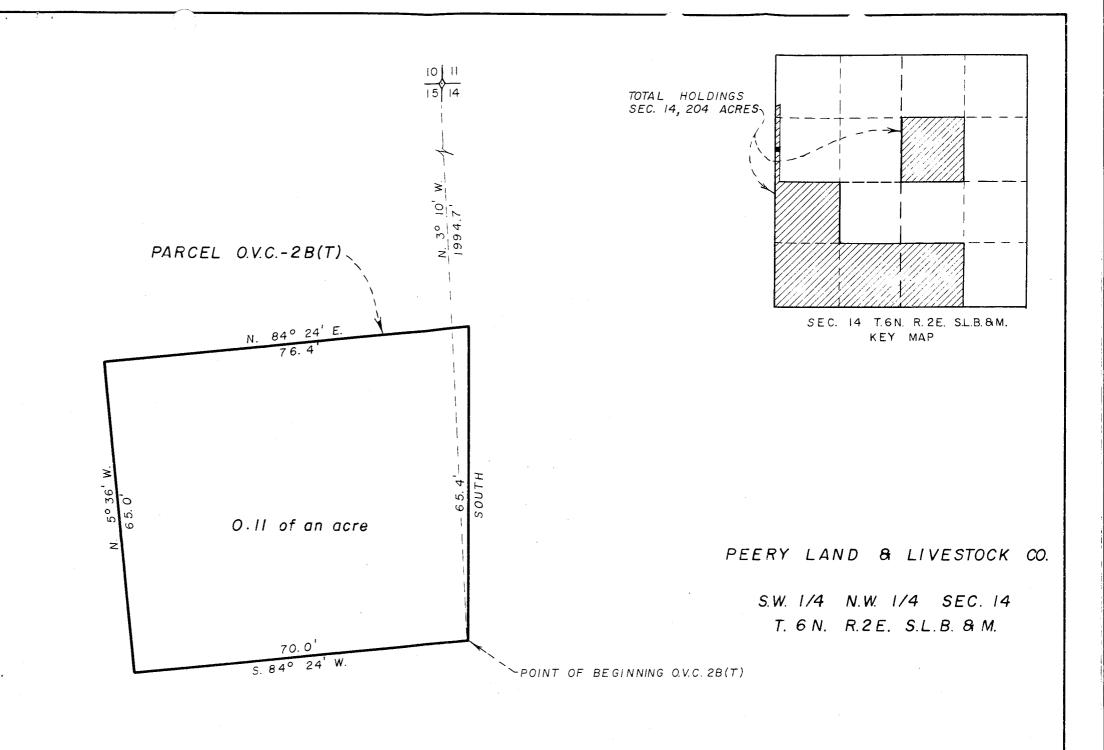
Beginning at a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 14 bears North 3°10' West Nineteen Hundred Ninety-four and Seven-tenths (1994.7) feet, and running thence South 84°24' West Seventy (70.0) feet, thence North 5°36' West Sixty-five (65.0) feet; thence North 84°24' East Seventy-six and Four-tenths (76.4) feet

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to the Vendor's East property line; thence South along said property line Sixty-five and Four-tenths (65.4) feet to the point of beginning, containing 0.11 of an acre, 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 United States at its sole cost and expense, will: (i) fence along the Canal right-of-way with a 39" woven wire net and three barbed wires through the above-described land; (ii) provide a farm road crossing at Station 15+65; and (iii) operate and maintain all structures across the Canal.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcel No. OVC-2A in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-2B(T) subject to the easement herein agreed to be conveyed.
- 3d. The United States agrees to record a notice terminating the temporary easement upon completion of the construction work.





ACKNOWLEDGMENT OF VENDOR

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County of	\^	ee. Andre Salander Andre Salander	juga grojugosa i sasas no girkoj observi sasas	
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DEPARTMENT OF THE INTERIOR Hannah J. Knight, et al Ogden Valley Canal BUREAU OF RECLAMATION

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Contract No. 14-06-

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said proceedings costi as one same am ant es the paretise prior to the elegance and of THIS CONTRACT made this of the contract of the second o 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 earther delivery of finding in each perch provided, and they harvest and retrie the crops lacted.

RONALD I. JOHNSON, a single man, and HANNAH JOHNSON KNIGHT, penseing of the merical residence engres and at pliances incident, to will rectain at for worker free it early electricity because or electricity and construct rectemation weeks, tolephone and electrical terrandistin lines, and construcof the United States shall at all times have uncestricted access to son' property to survey for al of this contract by the Under Males, one perpose officers and agonas 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:
- with covenants of 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 the Weber uprance as against the county of to-wit: discharge game with the muncy so tokerred, hat this provision shall not be consirted to See attached continuation sheet of article 3 for description and articles 3a and Spot, the United States may, at its option, remove any and all great constanting hear and 6. In the evert that hors or encentrance, other than those expressly provided herein,

and the deed required by article 2 shall be norne by the United States. expense unless occerwise provided is this court, to The expense of recording this emittact nirects or on Afferes of title or little lasurance and be promised by the Contof States at its propercy and, so only to the interests, hens or committed the expressly provided horein. Abreconnectly and proper to show in the Merdor corribation for thirty areasonally that their the sector ansument of this and affidentic which the Vender may in aurisou by the United busins are of karring again to apply that save page between popular and for the profession of

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and the state of t) by United Manus Treasing tracerd or Tanga paid to the Vendor as full purchase price the sum is the matternary of the mass ond that the der species they the proper officials of the United States. It shall pause to be execution and defectly of the civil required by court A, the signing of the nated vouceards. 4. The upited blitter shad purchased said property on the tenun missin saftresodiund on

Parcel No. OVC-3A

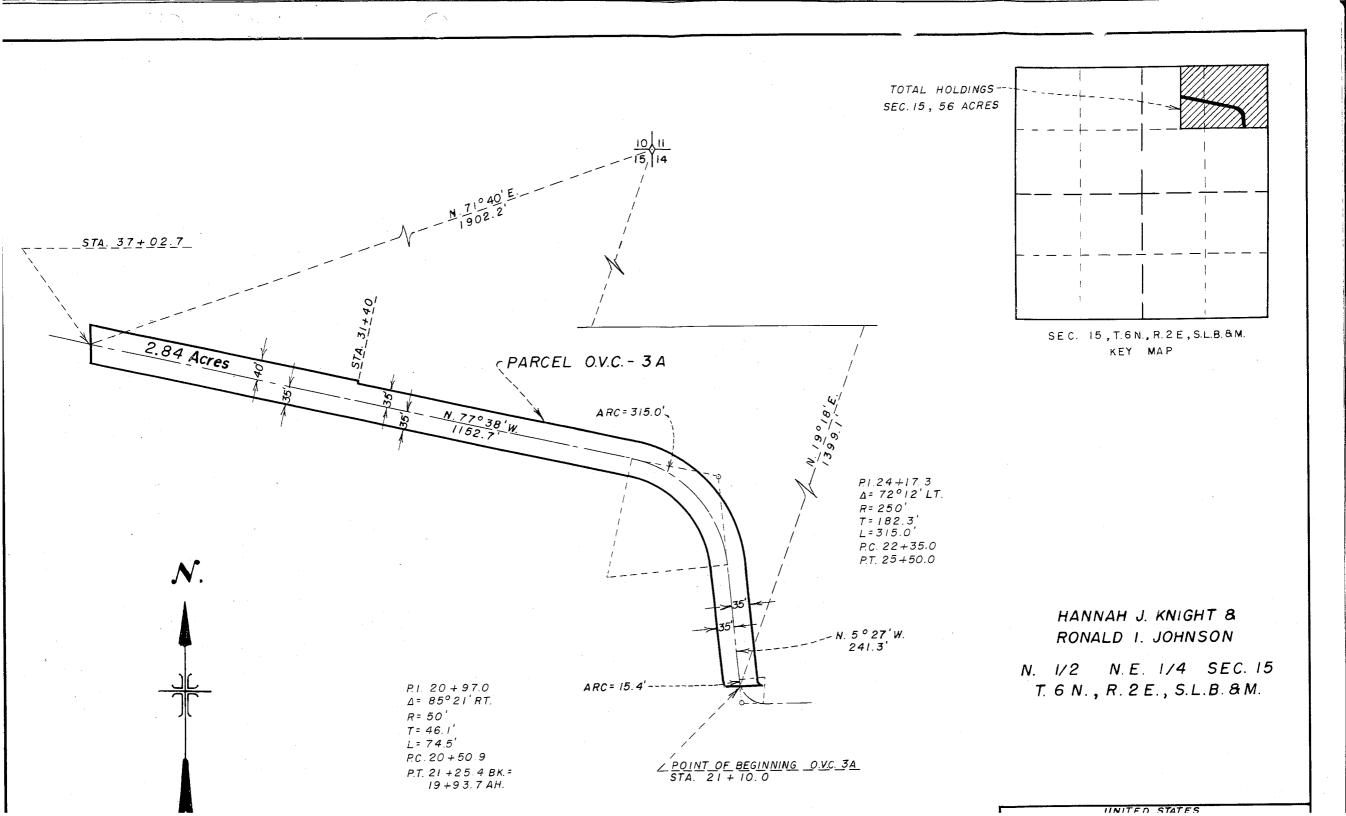
A strip of land in the North Half of the Northeast Quarter ($N_2^1NE_4^1$) of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35) feet on the right or Easterly and Northerly sides and Thirty-five (35) feet on the left or Westerly and Southerly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 21+10.0 to Station 31+40.0 measured at right angles or radially thereto; and Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline from Station 31+40.0 to Station 37+02.7 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 21+10.0, a point on the South line of the Vendor's property, from which point the Northeast corner of said Section 15 bears North 19°18' East Thirteen Hundred Ninety-nine and One-tenth (1399.1) feet, and running thence along a regular curve to the right with a radius of 50 feet, the tangent to the curve at the point of beginning bears North 23°03' West for an arc distance of Fifteen and Four-tenths (15.4) feet to Station 21+25.4 back equals Station 19+93.7 ahead; thence North 5°27' West Two Hundred Forty-one and Three-tenths (241.3) feet; thence along a regular curve to the left with a radius of 250 feet for an arc distance of Three Hundred Fifteen (315.0) feet; thence North 77°38' West Eleven Hundred Fifty-two and Seven-tenths (1152.7) feet to Station 37+02.7, a point on the Vendor's West property line from which point the Northeast corner of said Section 15 bears North 71°40' East Nineteen Hundred Two and Two-tenths (1902.2) feet, containing 2.84 acres, 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 United States at its sole cost and expense, will: (i) fence along the Canal right-of-way with a 26" woven wire net and three barbed wires from Station 21+10.0 back to approximate Station 21+00 ahead; (ii) construct an irrigation crossing at Station 23+70 and Station 30+30; (iii) provide a /s/ R.I.J. farm road crossing at Station 23+70; (iv) provide a drain crossing at Station 35+00; (v) operate and maintain all structures across the Canal; (vi) main-/s/ H.J.K. tain surface drains inside the right-of-way; and (vii) relocate irrigation ditches on vendor's property from Station 30+10 to Station 32+50 and from Station 36+80 to Station 37+02.7.



ACKNOWLEDGMENT OF VENDOR

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County of	WEBER		}ss.				
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· Parcels Nos. OVC-4A & OVC-4C(P)

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THIS CONTRACT, made this 5th day of September, 1952, 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 seed on the deed on hotels provided, and thay harvest and recain the crups the most

DARALD E. MICHELSON, also known as DARALD MICKELSEN, also known as DARALD MICHELSON, and WANDA MICHELSON, his wife ard compliated resumation works, foleminas ou deleatinad brankauss - frequent blief cumieof the Califed Stales wash at all class they are experienced access to sur- respectly to surfrey for After execution of this postured for the United Visites, the monorficery and agonds.

hereinafter styled Vendor, TOUR AGENTAPOROUS FOR THAIRDS OF FOR A CHOICE STOLE OF SERVICING ON

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

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Continuation sheet of article 3

Parcel No. OVC-4A

A strip of land in the Northwest Quarter of the Northeast Quarter $(NW_{4}^{1}NE_{4}^{1})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35) feet on the right or Northerly sides and Thirty-five (35) feet on the left or Southerly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 37+02.7 to Station 42+38.9 measured at right angles or radially thereto; and One Hundred Forty (140.0) feet wide and included between two lines extended to the property line and everywhere distant Ninety (90.0) feet on the right or Northerly side and Fifty (50.0) feet on the left or Southerly side of that portion of said centerline from Station 42+38.9 to Station 46+68.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 37+02.7, a point on the East line of the Vendor's property, from which point the Northeast corner of said Section 15 bears North 71°39' East Nineteen Hundred Two and Two-tenths (1902.2) feet and running thence North 77°38' West Eighty-one and One-tenth (81.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Two Hundred Forty-seven and Six-tenths (247.6) feet; thence North 30°21' West Fifty-four and Nine-tenths (54.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Fifty-two and Six-tenths (152.6) feet; thence South 62°14' West One Hundred and Four-tenths (100.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Fifty-eight and Seventenths (158.7) feet; thence North 87°27' West Sixty-one and Three-tenths (61.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Fifty-six (56.0) feet; thence South 76°30' West Fifty-three (53.0) feet to Station 46+68.3, a point on the Vendor's West property line, from which point the Northeast corner of said Section 15 bears North 80°19' East Twenty-six Hundred Eighty-eight (2688.0) feet, containing 2.22 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also,

Parcel No. OVC-4C(P)

A perpetual easement to construct, reconstruct, operate and maintain an open ditch on, over or across the following described property:

A strip of land in the Northwest Quarter of the Northeast Quarter $(NW_{ij}^{1}NE_{ij}^{1})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Twenty-six (26) feet wide and included between

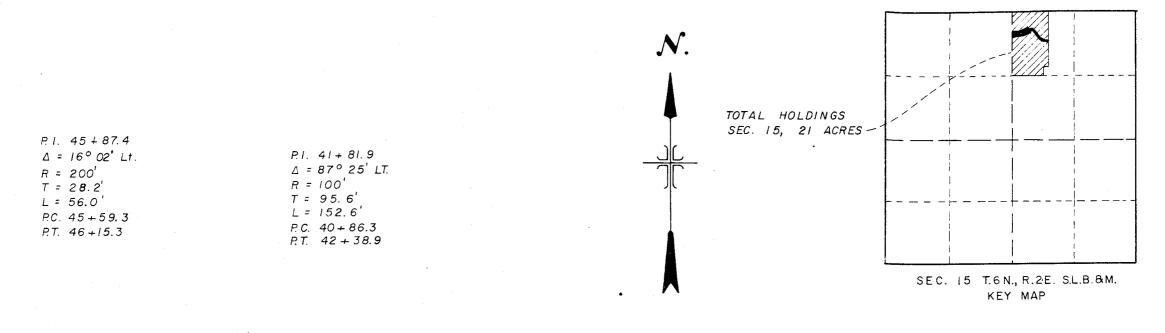
two lines extended to the property lines and everywhere distant Six (6) feet on the right or Westerly side and Twenty (20) feet on the left or Easterly side of that portion of the following described centerline of what is known as the Turnout 0.9L from Station 1+41.2 to Station 2+75.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

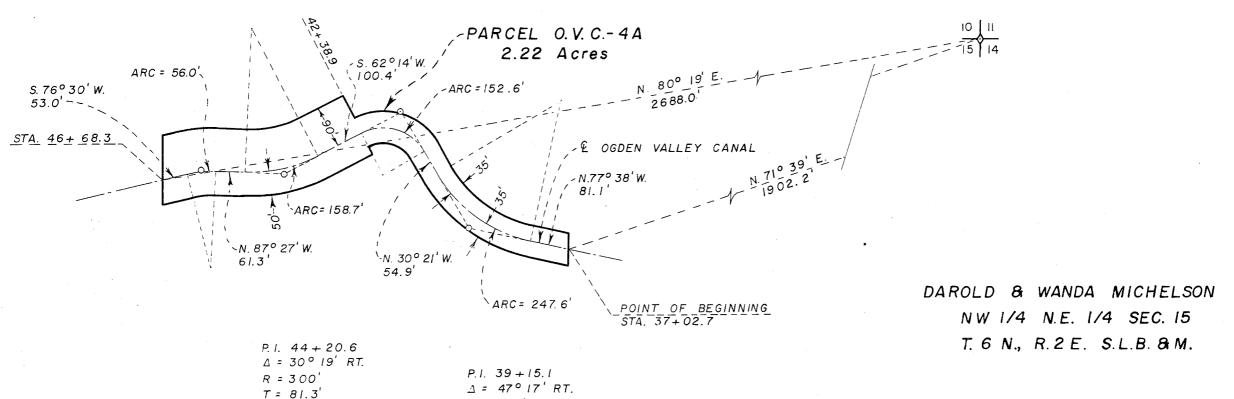
Beginning at Station 1+41.2, a point on the Southerly right-of-way line of the Ogden Valley Canal from which point the Northeast corner of said Section 15 bears North 79°15' East Twenty-six Hundred Ninety (2690.0) feet, and running thence South 0°20' West One Hundred Thirty-three and Eight-tenths (133.8) feet to Station 2+75.0 from which point the Northeast corner of said Section 15 bears North 76°28' East Twenty-seven Hundred Nineteen (2719.0) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide a farm road crossing at Station 41+15; (ii) provide an irrigation crossing at Station 39+05; (iii) provide a turnout at Station 39+20; (iv) relocate the existing irrigation ditch partly on Vendor's property adjacent to the south right-of-way of the Ogden Valley Canal from a point opposite Station 39+05 to a point opposite Station 46+40, said ditch will be used jointly by the Vendor and the Mountain Canal Company; (v) operate and maintain all structures across the Canal; and (vi) provide a livestock watering inlet at approximate Station 41+00. (vii) the relocated ditch mentioned in (iv) above, will be constructed on Vendors land only at locations where it is impossible to locate on Government right-of-way.

3c. The Vendor reserves the right to: (i) retain possession of the prop-/s/ WM erty herein conveyed and described as Parcel No. OVC-4A in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-4C(P) subject to the easement herein agreed to be conveyed.

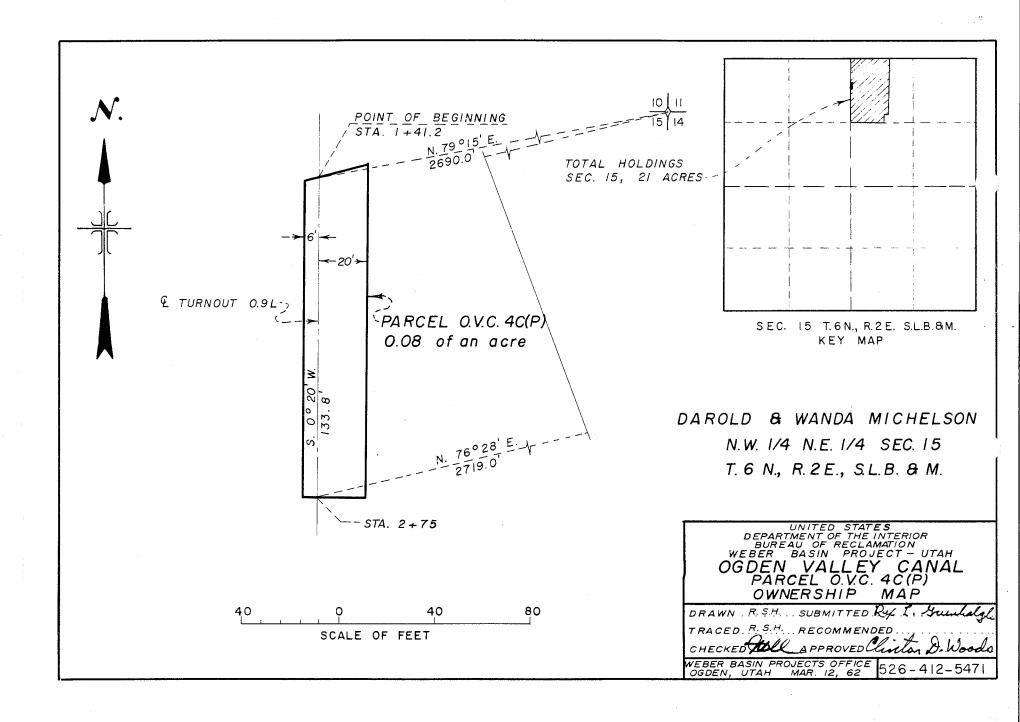




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BOOK 728, PAGE 606

ACKNOWLEDGMENT OF VENDOR

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/s/ Marian L. Wheeler

· Parcels Nos. OVC-4A & OVC-4C(P)

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THIS CONTRACT, made this 5th day of September, 1952, 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 seed on the deed on hotels provided, and thay harvest and recain the crups the most

DARALD E. MICHELSON, also known as DARALD MICKELSEN, also known as DARALD MICHELSON, and WANDA MICHELSON, his wife ard compliated resumation works, foleminas ou deleatinad brankauss - frequent blief cumieof the Califed Stales wash at all class they are experienced access to sur- respectly to surfrey for After execution of this postured for the United Visites, the monorficery and agonds.

hereinafter styled Vendor, TOUR AGENTAPOROUS FOR THAIRDS OF FOR A CHOICE STOLE OF SERVICING ON

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

THE GOLD FOR THE PARTY OF THE STATE OF THE S 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 the county of the state of the county of the county of the state of the county of th disohargo same with the money so resorved, but this provings casel not no constrate to

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Continuation sheet of article 3

Parcel No. OVC-4A

A strip of land in the Northwest Quarter of the Northeast Quarter $(NW_{4}^{1}NE_{4}^{1})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35) feet on the right or Northerly sides and Thirty-five (35) feet on the left or Southerly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 37+02.7 to Station 42+38.9 measured at right angles or radially thereto; and One Hundred Forty (140.0) feet wide and included between two lines extended to the property line and everywhere distant Ninety (90.0) feet on the right or Northerly side and Fifty (50.0) feet on the left or Southerly side of that portion of said centerline from Station 42+38.9 to Station 46+68.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 37+02.7, a point on the East line of the Vendor's property, from which point the Northeast corner of said Section 15 bears North 71°39' East Nineteen Hundred Two and Two-tenths (1902.2) feet and running thence North 77°38' West Eighty-one and One-tenth (81.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Two Hundred Forty-seven and Six-tenths (247.6) feet; thence North 30°21' West Fifty-four and Nine-tenths (54.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Fifty-two and Six-tenths (152.6) feet; thence South 62°14' West One Hundred and Four-tenths (100.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Fifty-eight and Seventenths (158.7) feet; thence North 87°27' West Sixty-one and Three-tenths (61.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Fifty-six (56.0) feet; thence South 76°30' West Fifty-three (53.0) feet to Station 46+68.3, a point on the Vendor's West property line, from which point the Northeast corner of said Section 15 bears North 80°19' East Twenty-six Hundred Eighty-eight (2688.0) feet, containing 2.22 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also,

Parcel No. OVC-4C(P)

A perpetual easement to construct, reconstruct, operate and maintain an open ditch on, over or across the following described property:

A strip of land in the Northwest Quarter of the Northeast Quarter $(NW_{ij}^{1}NE_{ij}^{1})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Twenty-six (26) feet wide and included between

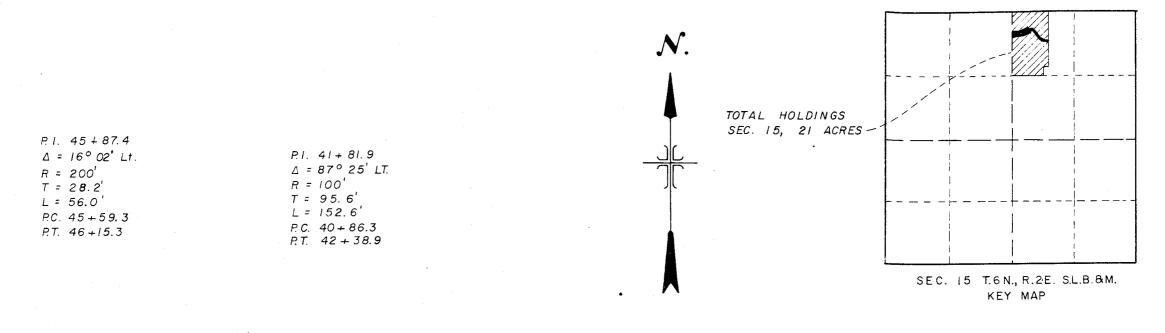
two lines extended to the property lines and everywhere distant Six (6) feet on the right or Westerly side and Twenty (20) feet on the left or Easterly side of that portion of the following described centerline of what is known as the Turnout 0.9L from Station 1+41.2 to Station 2+75.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

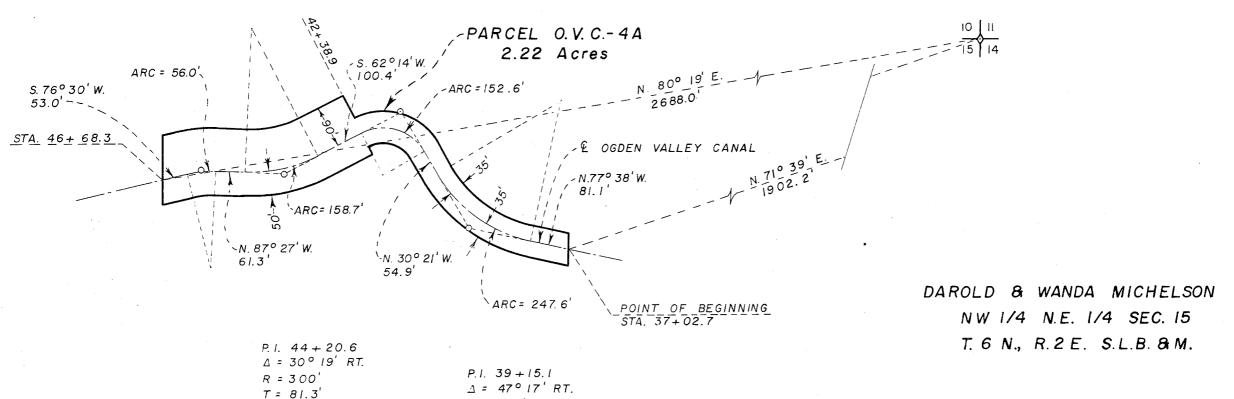
Beginning at Station 1+41.2, a point on the Southerly right-of-way line of the Ogden Valley Canal from which point the Northeast corner of said Section 15 bears North 79°15' East Twenty-six Hundred Ninety (2690.0) feet, and running thence South 0°20' West One Hundred Thirty-three and Eight-tenths (133.8) feet to Station 2+75.0 from which point the Northeast corner of said Section 15 bears North 76°28' East Twenty-seven Hundred Nineteen (2719.0) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide a farm road crossing at Station 41+15; (ii) provide an irrigation crossing at Station 39+05; (iii) provide a turnout at Station 39+20; (iv) relocate the existing irrigation ditch partly on Vendor's property adjacent to the south right-of-way of the Ogden Valley Canal from a point opposite Station 39+05 to a point opposite Station 46+40, said ditch will be used jointly by the Vendor and the Mountain Canal Company; (v) operate and maintain all structures across the Canal; and (vi) provide a livestock watering inlet at approximate Station 41+00. (vii) the relocated ditch mentioned in (iv) above, will be constructed on Vendors land only at locations where it is impossible to locate on Government right-of-way.

3c. The Vendor reserves the right to: (i) retain possession of the prop-/s/ WM erty herein conveyed and described as Parcel No. OVC-4A in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-4C(P) subject to the easement herein agreed to be conveyed.

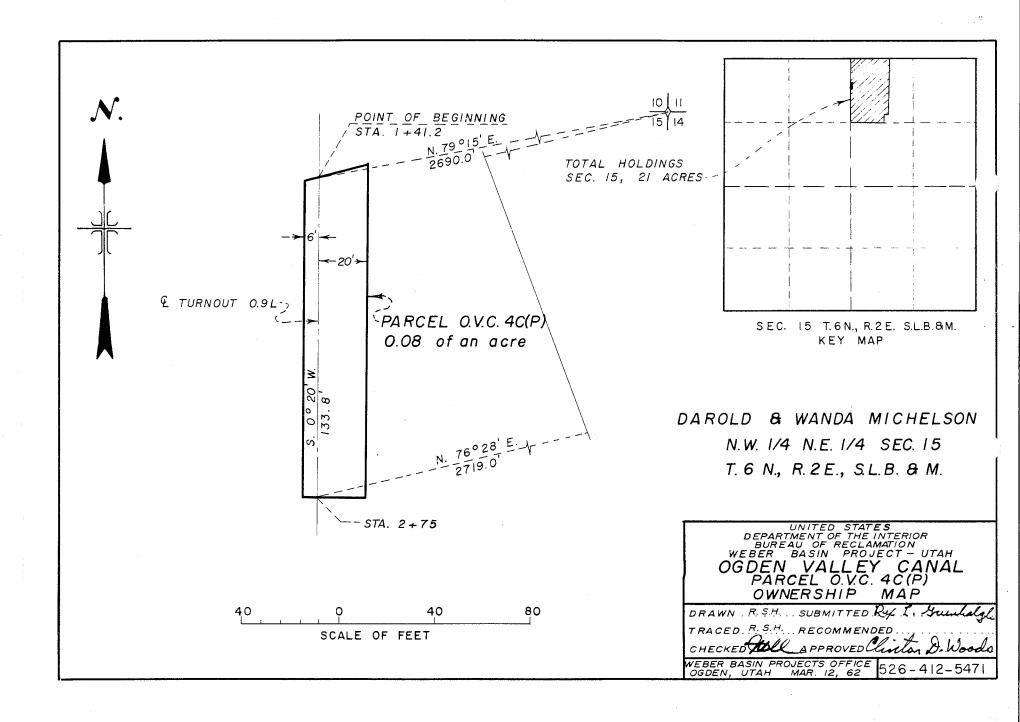




R = 300'

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BOOK 728, PAGE 606

ACKNOWLEDGMENT OF VENDOR

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/s/ Marian L. Wheeler

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sery proposed the sask be the stine amount as the prechase and the roll provided. of THIS CONTRACT, made this 2nd to 3 day of the October date in 19:362,

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 LEGNARD F. GARNER and EDITH L. GARNER, also known as EDITH

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tors, administrators and assigns of the Vendor, and the assigns of the United Soules 2. WITNESSETH, That for and in consideration of the mutual agreements herein con-

tained, 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

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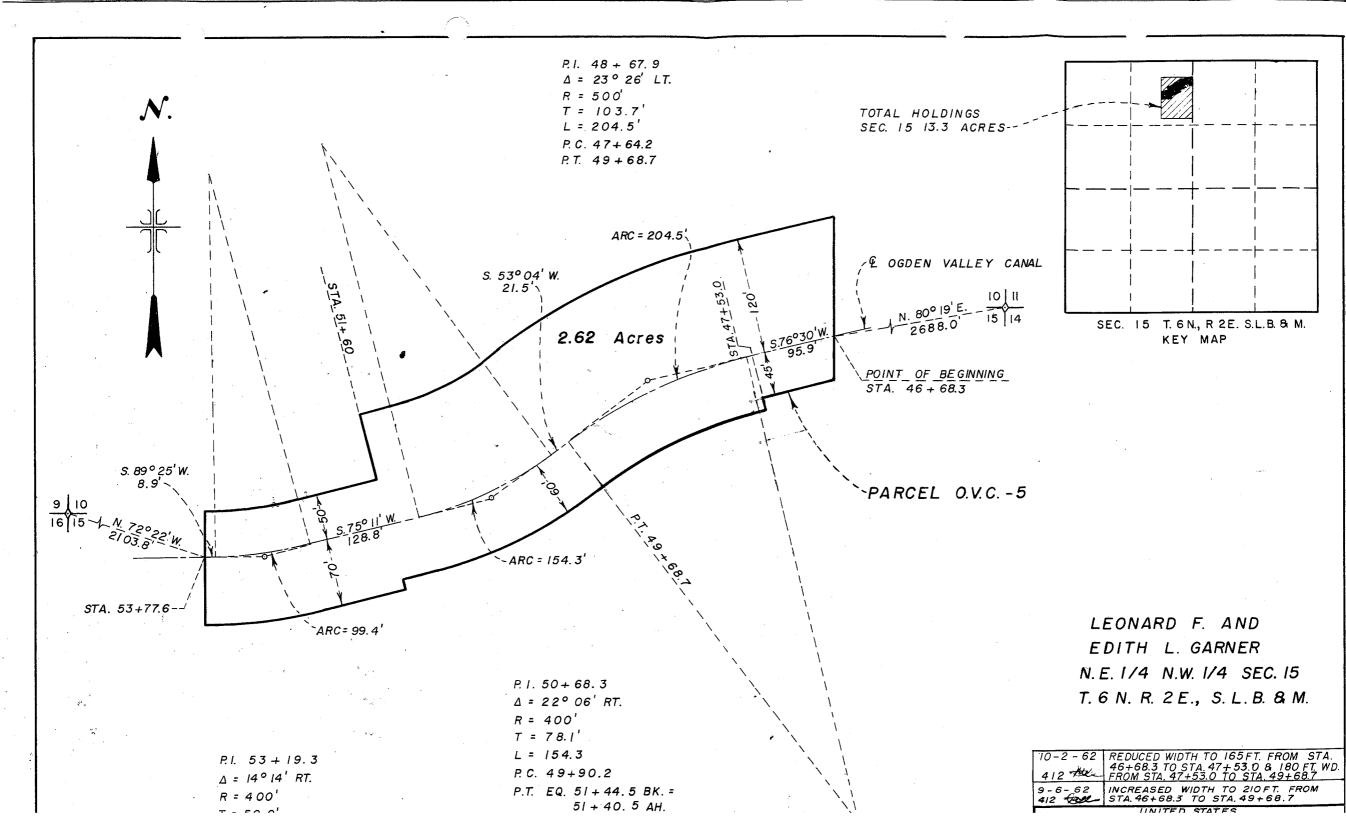
Parcel No. OVC-5

A strip of land in the Northeast Quarter of the Northwest Quarter $(NE_{\mu}^{\frac{1}{2}}NW_{\mu}^{\frac{1}{2}})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Sixty-five (165) feet wide and included between two lines extended to the property line and everywhere distant One Hundred Twenty (120) feet on the right or Northerly side and Forty-five (45) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 46+68.3 to Station 47+53.0 measured at right angles or radially thereto; and One Hundred Eighty (180) feet wide and included between two lines everywhere distant One Hundred Twenty (120) feet on the right or Northerly side and Sixty (60) feet on the left or Southerly side of that portion of said centerline from Station 47+53.0 to Station 51+60.0 measured at right angles or radially thereto; and One Hundred Twenty (120) feet wide and included between two lines everywhere distant Fifty (50) feet on the right or Northerly side and Seventy (70) feet on the left or Southerly side of that portion of said centerline from Station 51+60.0 to Station 53+77.6 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 46+68.3, a point on the East line of the Vendor's property, from which point the Northeast corner of said Section 15 bears North 80°19' East Twenty-six Hundred Eighty-eight (2688.0) feet, and running thence South 76°30' West Ninety-five and Nine-tenths (95.9) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of Two Hundred Four and Five-tenths (204.5) feet; thence South 53°04' West Twenty-one and Five-tenths (21.5) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Fifty-four and Three-tenths (154.3) feet to Station 51+44.5 back equals Station 51+40.5 ahead; thence South 75°11' West One Hundred Twenty-eight and Eight-tenths (128.8) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Ninety-nine and Fourtenths (99.4) feet; thence South 89°25' West Eight and Nine-tenths (8.9) feet to Station 53+77.6, a point on the Vendor's West property line, from which point the Northwest corner of said Section 15 bears North 72°22' West Twenty-one Hundred Three and Eight-tenths (2103.8) feet, containing 2.62 acres, 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. It is further understood and agreed that the United States, its agents or assigns, will be permitted the right to enter upon and remove from the Vendor's remaining land that portion of the improvements which are being purchased by the United States lying within said remaining land. The site of said operations and building locations on Vendor's remaining land will be left in a reasonably smooth condition. Said removal activities on vendor's remaining land will be limited to an area five (5) feet around said improvements. /s/ IFG /s/ EIG 3c. The United States at its sole cost and expense, will: (i) provide a farm road crossing for livestock at approximate Station 53+19; (ii) provide a livestock watering inlet at approximate Station 52+35; and (iii) operate and maintain all structures across the Canal.
- 8a. Vendor will be permitted to retain possession and use of the chicken coops on the right-of-way until 30 days after acceptance of this contract by the proper officials of the United States. /s/ IFG /s/ EIG



ACKNOWLEDGMENT OF VENDOR

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		/s/ Loyd	l J. Ericson	
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DEPARTMENT OF THE INTERIOR Harvey P. Bingham, et al.

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THIS CONTRACT, made this, the day of 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

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2. WITNESSETH. That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows: I pe but out the second execu-

early immediately on its execution by the contrasting of the growing the antique of 3. The Wendorschall 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 a partie of grant of the County of a partie of state of stat quelopsida estilo mitro que monole so neserved, but tels provietes eledit not be construed to (See attached continuation sheets of article 3 for description and articles of **30 'attoriand: In t**ed States may, at its option, remove any and all sach outstanding Hens and E. In the event that liens or encombraness of or than there expressly provided herein,

and the deed required by article 3 shall be borne by the United States. expense unless otherwise provided in this contract. The expense of reacting this contract energe of confidence of this or time increases and be I comed by the Makes of the property subject only to the interests, hens or an unbrances expressly provided herein, Abnesecanny and jayrer to show in the Veneor complete foe shaple unencumbered tills to said assurances of title and aifidarite which the Vendor may be advised by the United States are at the Vendor shall precure at dinave teached dividitions conflict the United States all

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Parcel No. OVC-6A

A strip of land in the Northeast Quarter of the Northwest Quarter $(NE_{\overline{h}}^{1}NW_{\overline{h}}^{1})$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Thirty-five (135) feet wide and included between two lines extended to the property lines and everywhere distant Fifty (50) feet on the right or Northerly and Northeasterly sides and Eightyfive (85) feet on the left or Southerly and Southwesterly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 53+77.6 to Station 56+50.0 measured at right angles or radially thereto; and One Hundred Twenty-five (125) feet wide and included between two lines everywhere distant Fifty-five (55) feet on the right or Northerly side and Seventy (70) feet on the left or Southerly side of that portion of said centerline from Station 56+50.0 to Station 58+00.0 measured at right angles or radially thereto; and Ninety-five (95) feet wide and included between two lines everywhere distant Fifty (50) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of said centerline from Station 58+00.0 to Station 61+24.3 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 53+77.6, a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 15 bears North 72°22' West Twenty-one Hundred Three and Eight-tenths (2103.8) feet, and running thence South 89°25' West Two Hundred Sixty and One-tenth (260.1) feet; thence along a regular curve to the right with a radius of 250 feet for an arc distance of One Hundred Forty-one and Six-tenths (141.6) feet; thence North 58°08' West Three Hundred Forty-five (345.0) feet to Station 61+24.3, a point on the Vendor's West property line, from which point the Northwest corner of said Section 15 bears North 72°19' West Thirteen Hundred Eighty-five and Five-tenths (1385.5) feet, containing 1.98 acres, more or less; also

Parcel No. OVC-6B

A strip of land in the Northwest Quarter of the Northwest Quarter $(NW_{11}^{1}NW_{11}^{1})$ of Section Fifteen (15) and in the Northeast Quarter of the Northeast Quarter $(\mathbb{E}_{1}^{\perp}\mathbb{N}\mathbb{E}_{1}^{\perp})$ of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northerly and Northeasterly sides and Forty (40) feet on the left or Southerly and Southwesterly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 61+24.3 to Station 71+46.7, measured at right angles or radially thereto; and One Hundred Eighty-five (185) feet wide and included between two lines everywhere distant One Hundred Fifteen (115) feet on the right or Northerly side and Seventy (70) feet on the left or Southerly side of that portion of said centerline from Station 71+46.7 to Station 77+87.5 measured at right angles or radially thereto; and One Hundred Twenty-five (125) feet wide and included between two lines extended to the property line and everywhere distant Sixty (60) feet on the right or Northerly side and Sixty-five

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BY ENGLAND Date No. 16 M. 2.

(65) feet on the left or Southerly side of that portion of said centerline from Station 77+87.5 to Station 78+50.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 61+24.3, a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 15 bears North 72°19' West Thirteen Hundred Eighty-five and Five-tenths (1385.5) feet, and running thence North 58°08' West Thirty-four and Two-tenths (34.2) feet; thence along a regular curve to the left with a radius of 300.0 feet for an arc distance of Fifty-two and Six-tenths (52.6) feet; thence North 68°10' West Two Hundred Ninety-two and Two-tenths (292.2) feet; thence along a regular curve to the left with a radius of 100.0 feet for an arc distance of Seventy-three and Eight-tenths (73.8) feet; thence South 69°34' West Sixtyfour and Four-tenths (64.4) feet; thence along a regular curve to the right with a radius of 150.0 feet for an arc distance of One Hundred Ninety and Four-tenths (190.4) feet; thence North 37°43' West Fifty and Two-tenths (50.2) feet to Station 68+84.1 back equals Station 68+92.1 ahead; thence along a regular curve to the left with a radius of 80.0 feet for an arc distance of One Hundred Twenty-two and Two-tenths (122.2) feet; thence South 54°47' West Two Hundred Thirty-three and Nine-tenths (233.9) feet; thence along a regular curve to the right with a radius of 300.0 feet for an arc distance of Ninety-six and Two-tenths (96.2) feet; thence South 73°09' West Thirty-six and Four-tenths (36.4) feet; thence along a regular curve to the left with a radius of 300.0 feet for an arc distance of Seventy-seven (77.0) feet; thence South 58°27' West Seventy and Eight-tenths (70.8) feet; thence along a regular curve to the right with a radius of 400.0 feet for an arc distance of One Hundred Forty-one and Eight-tenths (141.8) feet; thence South 78°45' West One Hundred Sixty-three and Two-tenths (163.2) feet; thence along a regular curve to the right with a radius of 350.0 feet for an arc distance of Seventeen and Two-tenths (17.2) feet to Station 78+50.8, a point on the Vendor's West property line from which point the Northeast corner of said Section 16 bears North 23°23' East Five Hundred Sixty-nine and Five-tenths (569.5) feet, containing 4.88 acres, more or less; excepting that portion owned by the Middleton Water Works Association described as follows:

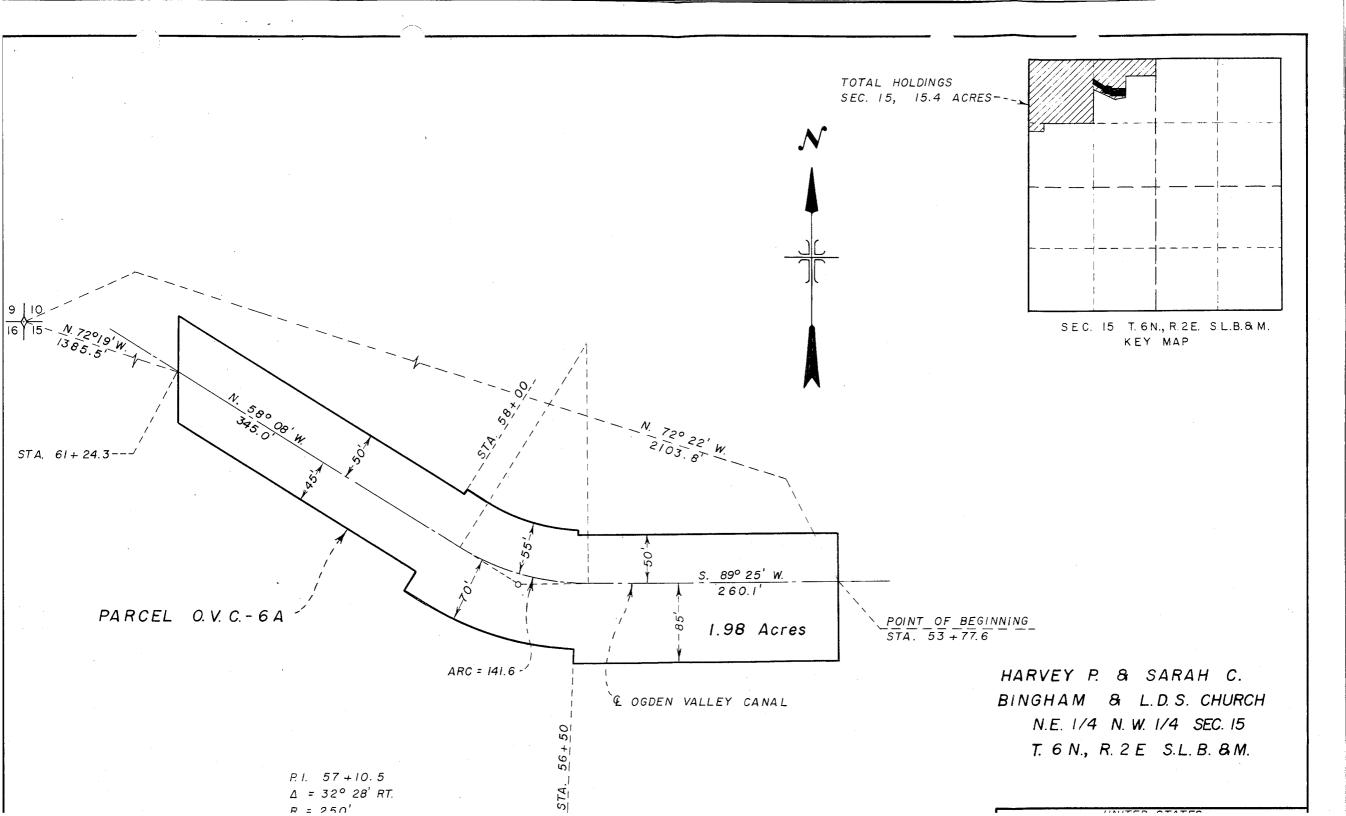
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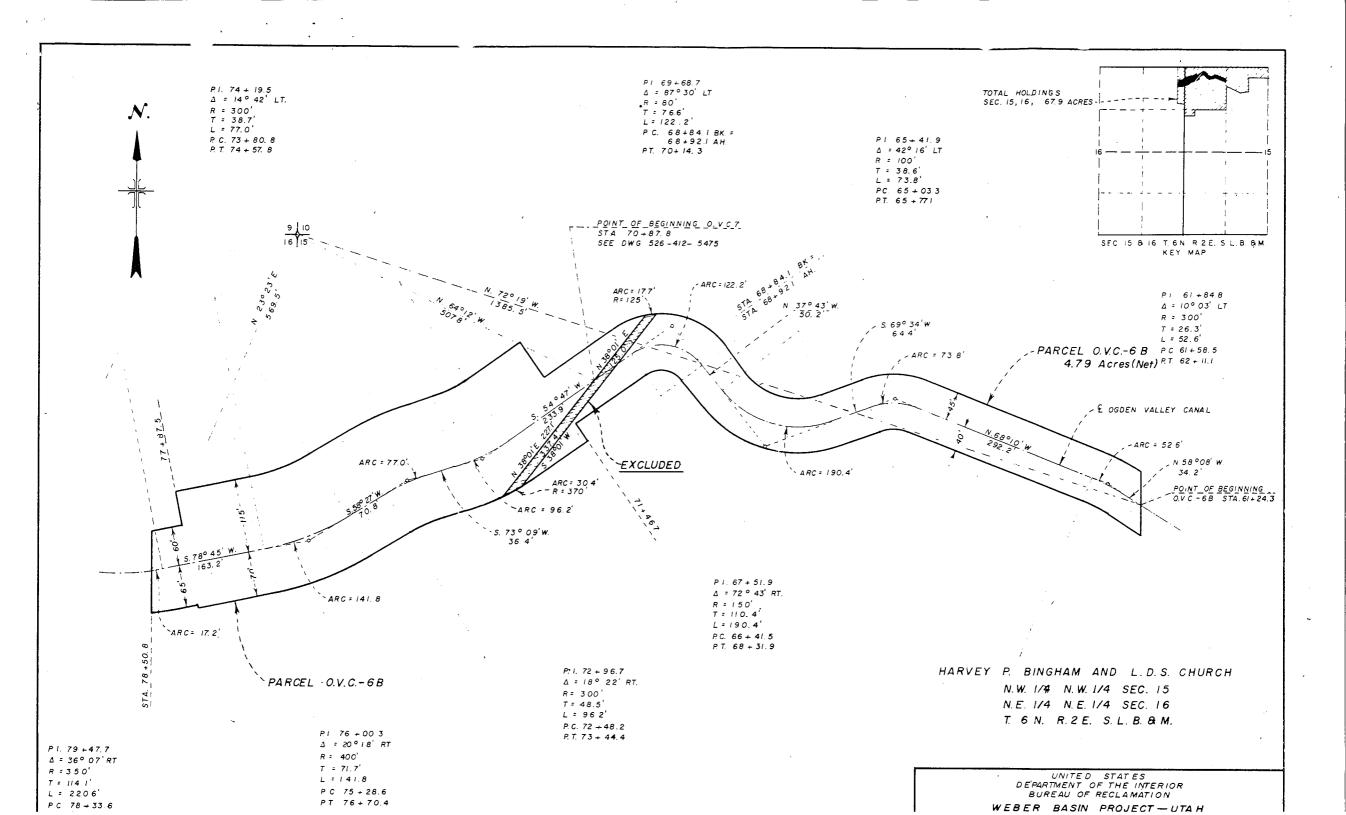
Beginning at a point on the Westerly line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 70+87.8 from which point the Northwest corner of said Section 15 bears North 64°12' West Five Hundred Seven and Eight-tenths (507.8) feet, and running thence North 38°01' East along said Westerly line One Hundred Twenty-five (125.0) feet; thence along a regular curve to the right with a radius of 125.0 feet, for an arc distance of Seventeen and Seven-tenths (17.7) feet to the Easterly line of the Vendor's property, the tangent to the curve at the point of beginning bears North 76°31' East; thence South 38°01' West along said Easterly line Three Hundred Thirty-seven and Four-tenths (337.4) feet; thence along a regular curve to the right with a radius of 370.0 feet for an arc distance of Thirty and Four-tenths (30.4) feet to the Westerly line of the Vendor's property, the tangent to the curve at the point of beginning bears

South 58°58' West, thence North 38°01' East along said Westerly line Two Hundred Twenty-seven and One-tenth (227.1) feet to the point of beginning, containing 0.09 of an acre, more or less, leaving a net area of 4.79 acres, 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 United States at its sole cost and expense, will: (i) provide crossings for one-inch water lines at Stations 58+96.5 and 68+71; (ii) provide drainage crossing at Station 68+32; (iii) provide a farm road crossing at Station 69+08; (iv) provide a livestock watering inlet at Station 69+00; and, (v) operate and maintain all structures across the Canal.
- 3c. The Vendor will be permitted the right, at his sole cost and expense, to construct, operate and maintain a road crossing or road crossings over the Canal at locations approved by the United States. The construction, operation and maintenance and use of said crossing or crossings shall not interfere with the regular use and operation by the United States of said Canal. The United States shall not be liable for damages to any person or property resulting from the construction, operation or maintenance and use of said crossing or crossings.





BOOK 731, PAGE 392

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DEPARTMENT OF THE INTERIOR Harvey P. Bingham, et al.

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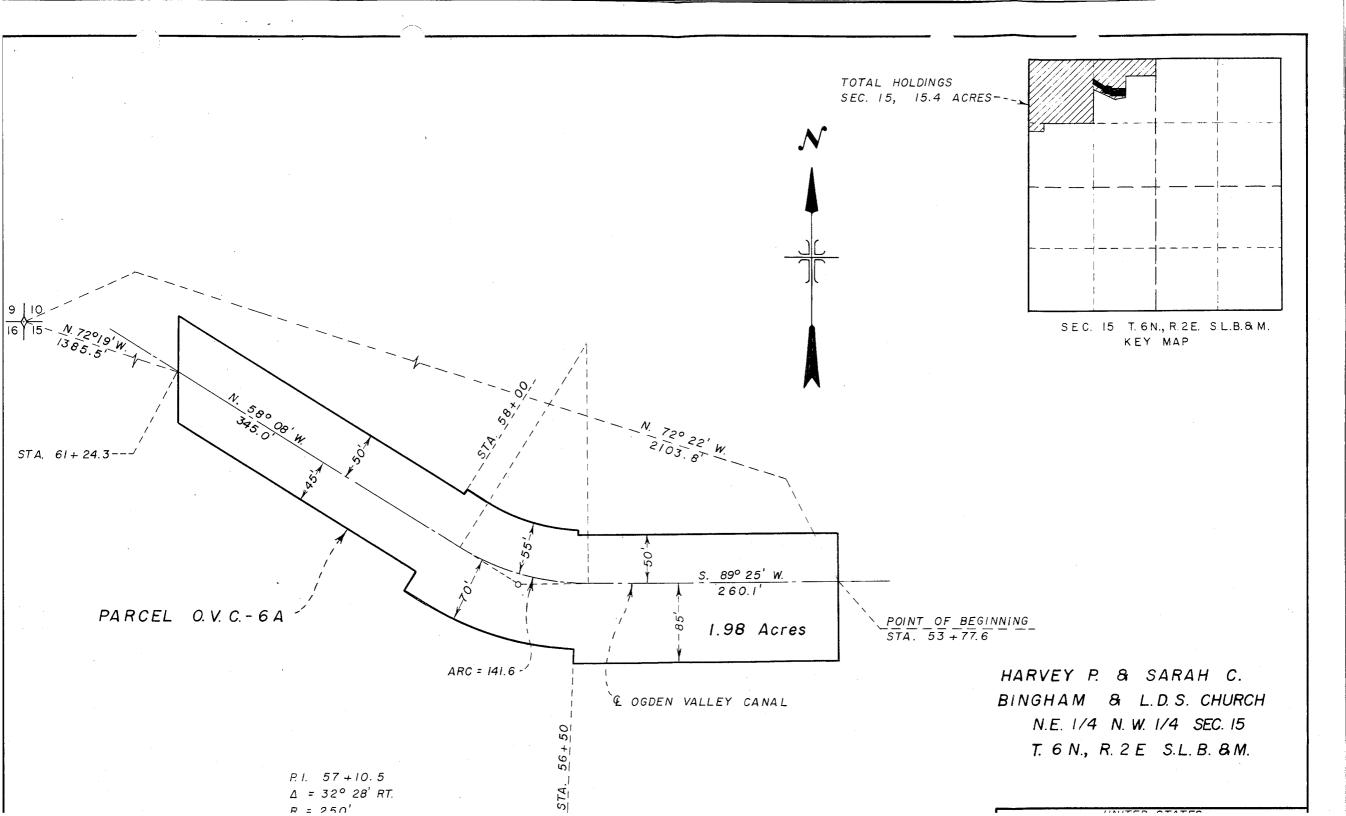
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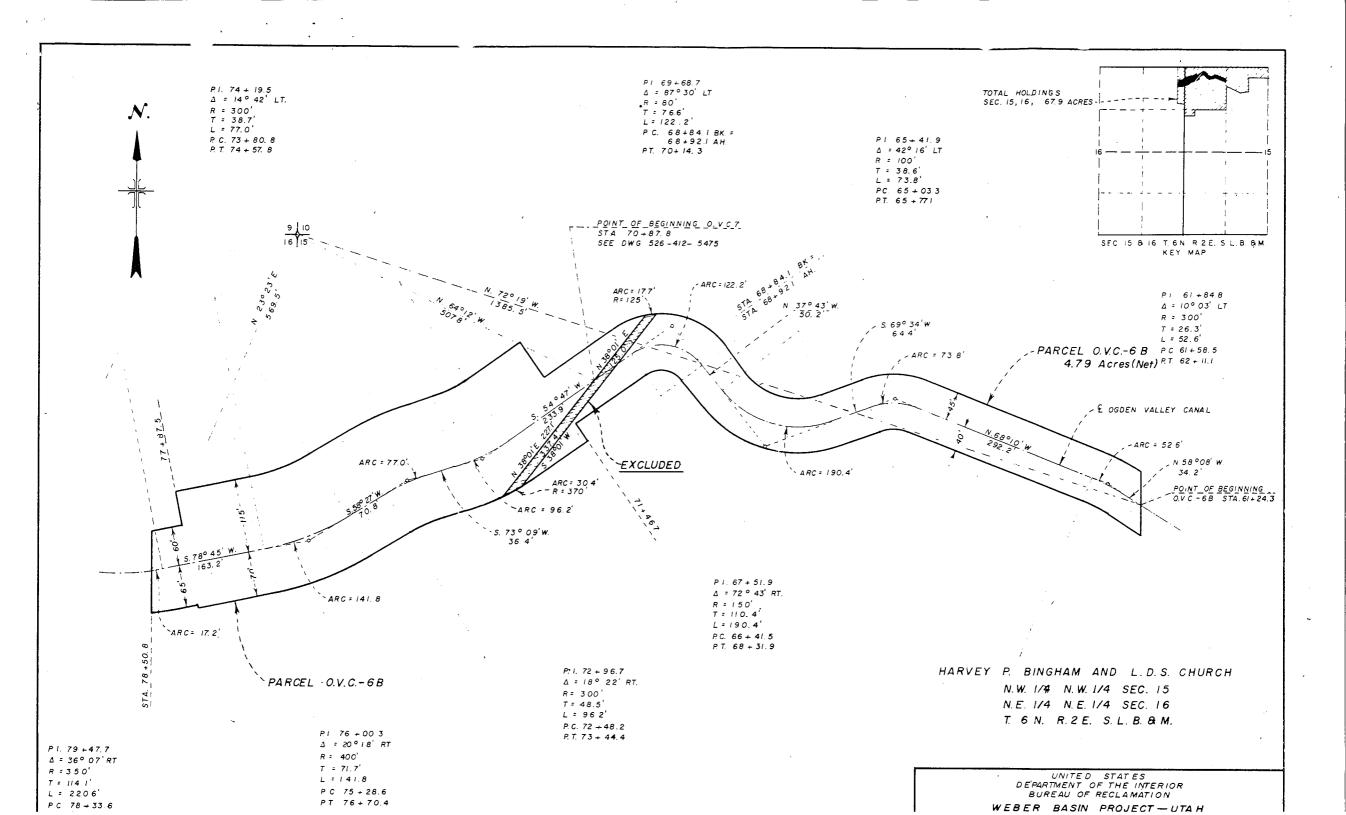
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BOOK 731, PAGE 392

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UNITED STATES នៃ ទោកម ស្ពាន សន្តាសារ ខែពេក ស្រាស់ DEPARTMENT OF THE INTERIOR Middleton Water Works BUREAU OF RECLAMATION

Contract No. 14-06-400-2664

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- 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows: 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 the ber, State of อนได้อะไม่ เลือง โทย มหาลดอย หรือสู่ทุกลดา พายออมหาใหน่อยของ เรา นักเมื่อใหม่ เกิด Control และพักษา

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RUTH EAMES OLSEN

COUNTY RECORDER /s/Lillian N. Petersen

Parcel No. OVC-7

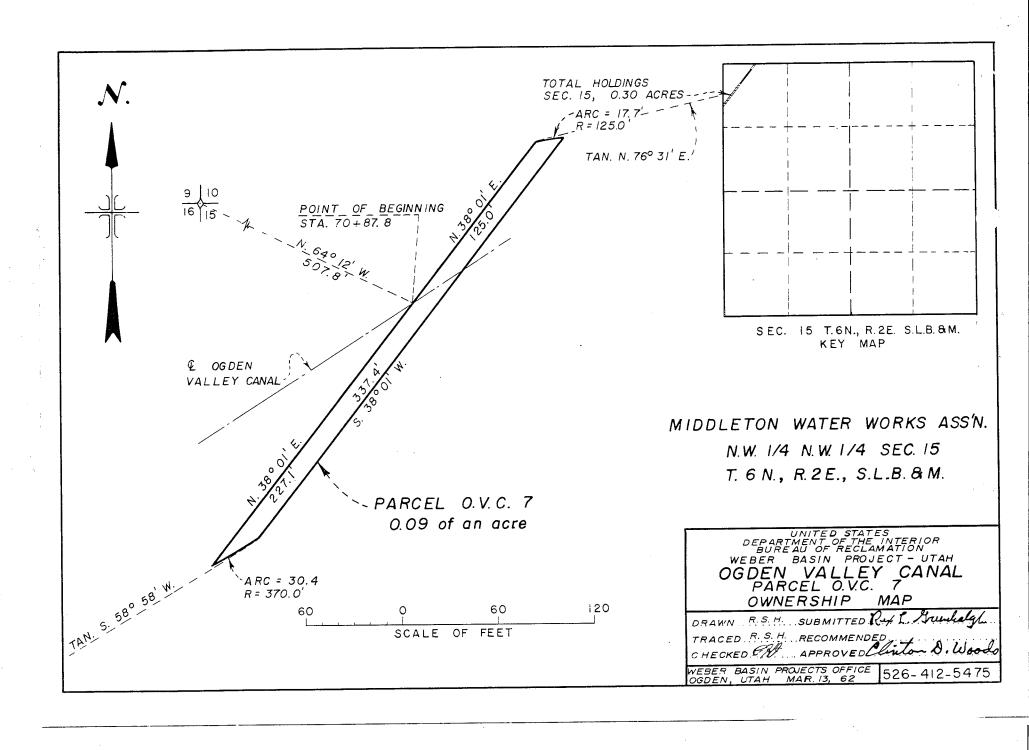
A tract of land in the Northwest Quarter of the Northwest Quarter $(W_{\overline{u}}^{1})W_{\overline{u}}^{1}$ of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 70+87.8, from which point the Northwest corner of said Section 15 bears North 64°12' West Five Hundred Seven and Eight-tenths (507.8) feet, and running thence North 38°01' East along said Westerly line One Hundred Twenty-five (125.0) feet; thence along a regular curve to the right with a radius of 125.0 feet for an arc distance of Seventeen and Seven-tenths (17.7) feet to the Easterly line of the Vendor's property, the tangent to the curve at the point of beginning bears North 76°31' East; thence South 38°01' West along said Easterly line Three Hundred Thirty-seven and Fourtenths (337.4) feet; thence along a regular curve to the right with a radius of 370.0 feet for an arc distance of Thirty and Four-tenths (30.4) feet, to the Westerly line of the Vendor's property; the tangent to the curve at the point of beginning bears South 58°58' West; thence North 38°01' East along said Westerly line Two Hundred Twenty-seven and Onetenth (227.1) feet to the point of beginning, containing 0.09 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 United States at its sole cost and expense, will: (i) provide a crossing for 2-inch water line at Station 70+70; and (ii) operate and maintain all structures across the Canal.



RESOLUTION TO SELL AND CONVEY REAL PROPERTY

Whereas, the Bureau of Reclamation, United States Department of the Interior, is desirous of purchasing certain real property owned by the Middleton Water Works Association; and

Whereas, the Board of Directors of the Middleton Water Works Association is desirous of entering into an agreement with the said Bureau of Reclamation for the sale of said real property;

NOW, THEREFORE, be it resolved by the Board of Directors of the Middleton Water Works Association, Weber County, Utah:

That the President of the Middleton Water Works Association is hereby empowered and authorized to contract, sel, and convey, upon such terms and conditions as have been presented to the Board at its regular meeting this 23rd day of August, 1962, certain land owned by said Middleton Water Works Association in Weber County, Utah; said agreement and sale to be with the Bureau of Reclamation of the United States Department of the Interior.

Adopted by the unamimous vote of a quorem of the Board of Directors of the Middleton Water Works Association this 23rd day of August, 1982.

President/

Middleton Water Works Association

ner Star.

ATTEST:

Secretary-Treasurer

Widdleton Water Works Association

ACKNOWLEDGMENT OF VENDOR

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Contract No. 14-06-400-2804

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TO COURSE LAND PURCHASE CONTRACTOR OF THE STATE OF THE ST

asid procedulage lines to the same a nor describe procedures price berein provided. THIS CONTRACT, made this day of september 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

same grown of the deed at herem powers, and Individually and as BETTY W. PRICE, a single woman, Guardian of the े किस्सेन हुन्य हैं सिक्ट क्षेत्र हैं किस है जिस्से अस्त एक स्कार एक स्थान

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- 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows: 126 p. 112 of 123 peter consideration of the interest agreement of the interest agreement and the parties hereto do covenant and agree as follows: 126 p. 122 of 123 peter consideration of the parties hereto do covenants of the united states.

 3. The Vendor shall sell and by good and sufficient ideed 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 the Mener of Trainer, State of Utah , to-wit:

See attached continuation sheets of article 3 for description and articles 3a, on and the Caires States may at its opicion, tends a no all such duraterdone flore and gr. La jud juda i tropica i tropica, realização de capa de comita de como como como de como como como como como

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Continuation sheet of article 3

Parcel No. OVC-8A

A strip of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{1}SE_{ij}^{1})$ of Section Nine (9) and in the Northeast Quarter of the Northeast Quarter $(NE_{\perp}^{\perp}NE_{\perp}^{\perp})$ of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Twenty-five (125.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty (60.0) feet on the right or Northeasterly side and Sixty-five (65.0) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 78+50.8 to Station 80+50.0 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines everywhere distant Forty (40.0) feet on the right or Northeasterly side and Fifty (50.0) feet on the left or Southwesterly side of that portion of said centerline from Station 80+50.0 to Station 83+84.0 and Seventy-five (75.0) feet wide and included between two lines extended to the property line and everywhere distant Forty (40.0) feet on the right or Northeasterly side and Thirty-five (35.0) feet on the left or Southwesterly side of that portion of said centerline from Station 83+84.0 to Station 93+11.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 78+50.8, a point on the East line of the Vendor's property, from which point the Northeast corner of said Section 16 bears North 23°23' East Five Hundred Sixty-nine and Five-tenths (569.5) feet, and running thence along a regular curve to the right with a radius of 350 feet for an arc distance of Two Hundred Three and Five-tenths (203.5) feet to Station 80+54.3 back equals Station 80+55.7 ahead, the tangent to the curve at the point of beginning bears South 81°37' West; thence North 65°05' West Two Hundred Eighty and One-tenth (280.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Seventy-five and Four-tenths (175.4) feet to Station 85+11.2 back equals Station 85+19.2 ahead; thence North 14°49' West Two Hundred Fifty-two and Eight-tenths (252.8) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of One Hundred Fiftyone (151.0) feet; thence North 58°05' West Three Hundred Seventy-five and Seven-tenths (375.7) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of Twelve and Three-tenths (12.3) feet to Station 93+11.0, a point on the West line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 77°10' West Thirteen Hundred Sixteen and Four-tenths (1316.4) feet, containing 2.84 acres, more or less:

Together with all appurtenances thereto belonging or in anywise appertaining; also,

(Continuation sheet of article 3) continued

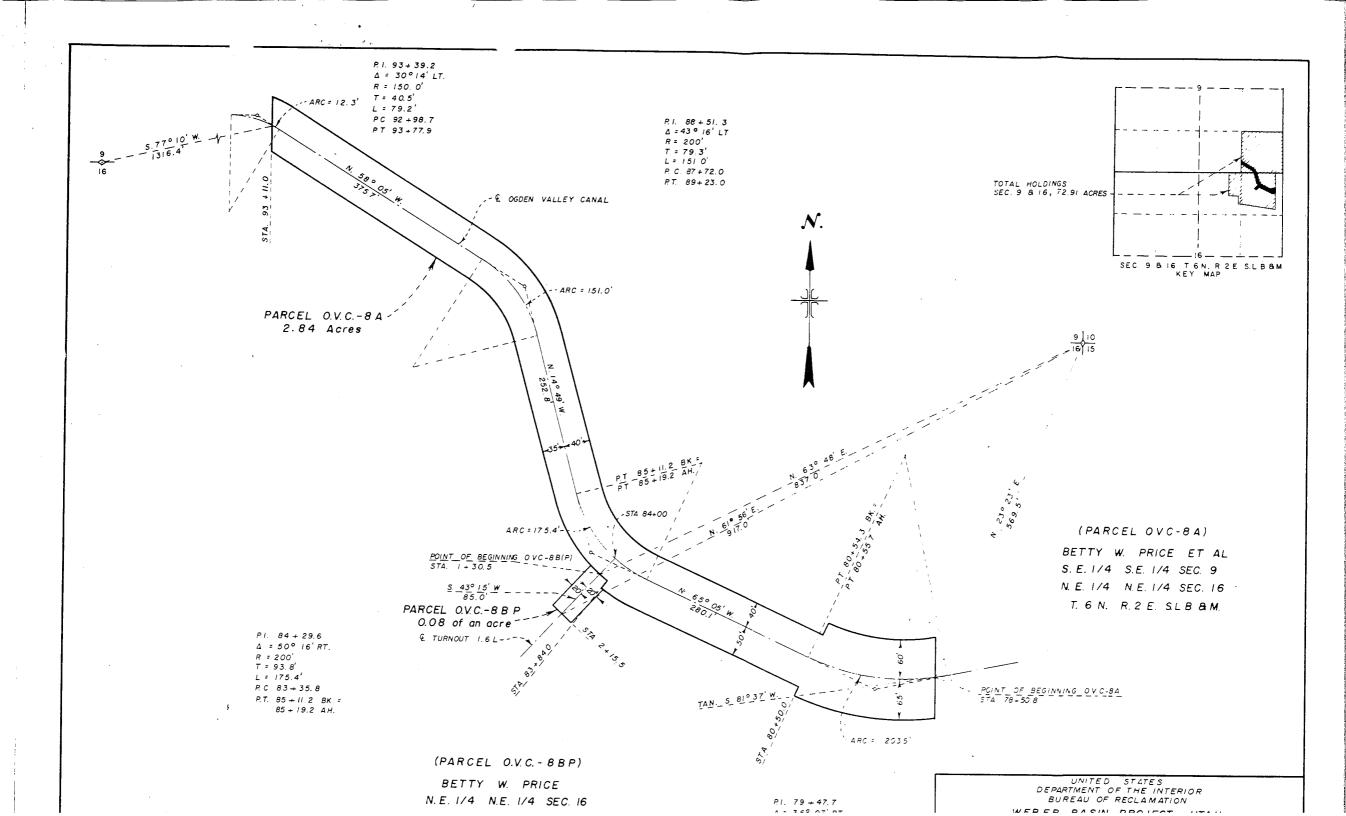
ParcelNo. OVC-8B(P)

A perpetual easement to construct, reconstruct, operate and maintain an irrigation turnout structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

A strip of land in the Northeast Quarter of the Northeast Quarter $(NE\frac{1}{\mu}NE\frac{1}{\mu})$ of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Turnout 1.6L from Station 1+30.5 to Station 21+15.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+30.5, a point on the Southwesterly line of the Ogden Valley Canal right-of-way from which point the Northeast corner of said Section 16 bears North 63°48' East Eight Hundred Thirty-seven (837.0) feet, and running thence South 43°15' West Eighty-five (85.0) feet to Station 2+15.5, from which point the Northeast corner of said Section 16 bears North 61°56' East Nine Hundred Seventeen (917.0) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide a turnout at Station 84+00; (ii) provide a farm road crossing at Station 93+00; (iii) construct a livestock watering inlet at Station 92+38; (iv) operate and maintain all structures across the Canal; (v) maintain surface drains inside the right-of-way; and (vi) provide a turnout from the existing Mountain Canal to vendor's land, said turnout to be partly on Vendor's land and to be operated and maintained by the Vendor or the Irrigation Company to which it belongs.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcel No. OVC-8A in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-8B(P) subject to the easement herein agreed to be conveyed.



ACKNOWLEDGMENT OF VENDOR

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Contract No. 14-06-400-2804

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asid procedulage lines to the same a nor describe procedures price berein provided. THIS CONTRACT, made this day of september 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

same grown of the deed at herem powers, and Individually and as BETTY W. PRICE, a single woman, Guardian of the े किस्सेन हुन्य हैं सिक्ट क्षेत्र हैं किस है जिस्से अस्त एक स्कार एक स्थान

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- 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows: 126 p. 112 of 123 peter consideration of the interest agreement of the interest agreement and the parties hereto do covenant and agree as follows: 126 p. 122 of 123 peter consideration of the parties hereto do covenants of the united states.

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Parcel No. OVC-8A

A strip of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{1}SE_{ij}^{1})$ of Section Nine (9) and in the Northeast Quarter of the Northeast Quarter $(NE_{\perp}^{\perp}NE_{\perp}^{\perp})$ of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Twenty-five (125.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty (60.0) feet on the right or Northeasterly side and Sixty-five (65.0) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 78+50.8 to Station 80+50.0 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines everywhere distant Forty (40.0) feet on the right or Northeasterly side and Fifty (50.0) feet on the left or Southwesterly side of that portion of said centerline from Station 80+50.0 to Station 83+84.0 and Seventy-five (75.0) feet wide and included between two lines extended to the property line and everywhere distant Forty (40.0) feet on the right or Northeasterly side and Thirty-five (35.0) feet on the left or Southwesterly side of that portion of said centerline from Station 83+84.0 to Station 93+11.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

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Together with all appurtenances thereto belonging or in anywise appertaining; also,

(Continuation sheet of article 3) continued

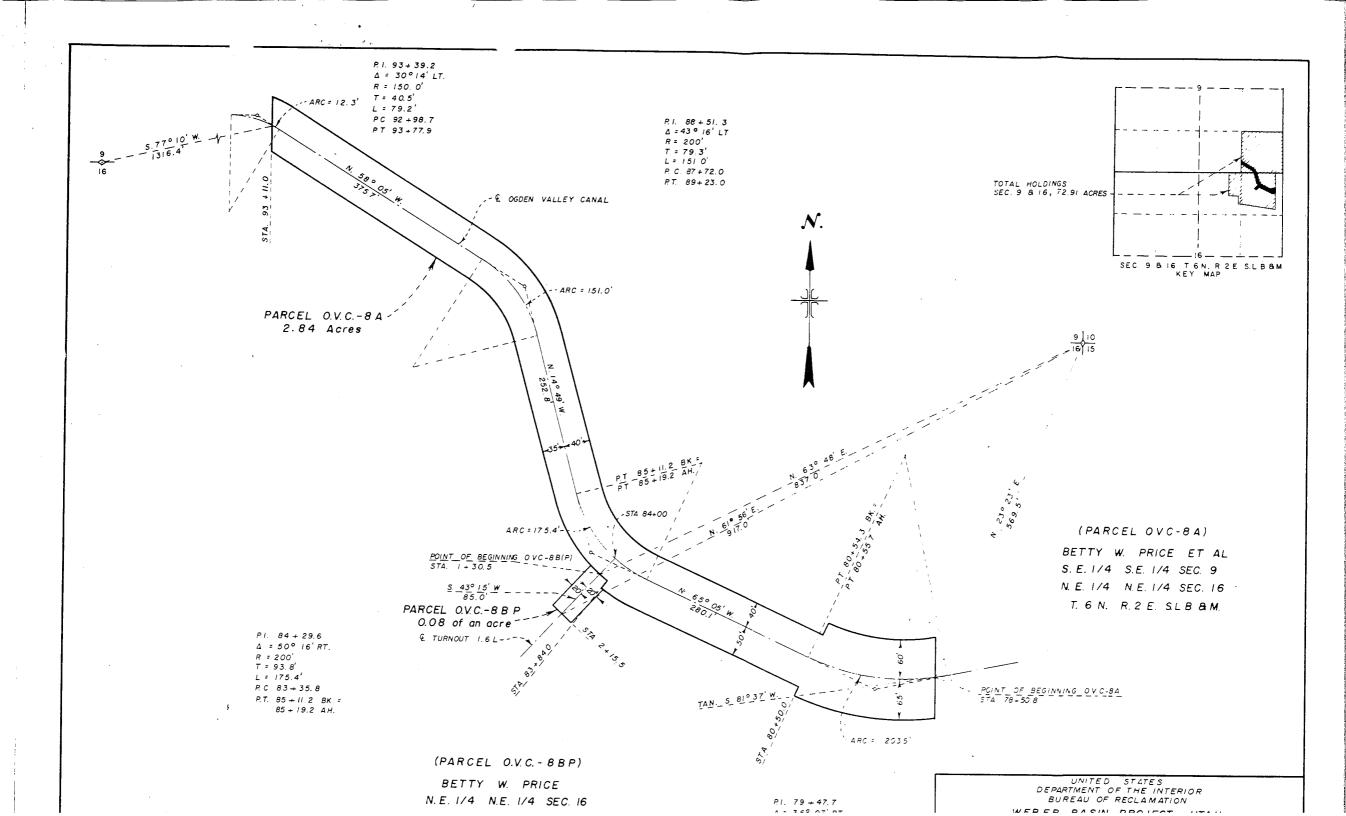
ParcelNo. OVC-8B(P)

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Beginning at Station 1+30.5, a point on the Southwesterly line of the Ogden Valley Canal right-of-way from which point the Northeast corner of said Section 16 bears North 63°48' East Eight Hundred Thirty-seven (837.0) feet, and running thence South 43°15' West Eighty-five (85.0) feet to Station 2+15.5, from which point the Northeast corner of said Section 16 bears North 61°56' East Nine Hundred Seventeen (917.0) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide a turnout at Station 84+00; (ii) provide a farm road crossing at Station 93+00; (iii) construct a livestock watering inlet at Station 92+38; (iv) operate and maintain all structures across the Canal; (v) maintain surface drains inside the right-of-way; and (vi) provide a turnout from the existing Mountain Canal to vendor's land, said turnout to be partly on Vendor's land and to be operated and maintained by the Vendor or the Irrigation Company to which it belongs.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcel No. OVC-8A in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-8B(P) subject to the easement herein agreed to be conveyed.



ACKNOWLEDGMENT OF VENDOR

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Ogden Valley Canal BUREAU OF RECLAMATION

Contract No. 14-06-400-2665

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s of lowers with seal be the same unit in the the one of the establishment THIS CONTRACT, made this 17th day of August 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 क्षामुंबर पुरु क्षेत्रेर कि लिंह तेवबर पश्चार होते । इस शुक्रता पनत् साथी पश्चमत्वक को रूपमान सुख्य का कर उच्ची क्ष

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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:

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 the bergers, State of the transfer of the county of the bergers of the county of the bergers of the county of the bergers of the county o

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Continuation sheet of article 3

Parcel No. OVC-9

A strip of land in the Southwest Quarter of the Southeast Quarter $(SW_{4}^{1}SE_{4}^{1})$ of Section Nine (9), Township Six (6) North, Range Two (2) East Salt Lake Base and Meridian, Eighty (80) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 93+11.0 to Station 98+90.0 measured at right angles or radially thereto and Ninety (90) feet wide and included between two lines extended to the property lines and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of said centerline from Station 98+90.0 to Station 105+15.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 93+11.0, a point on the East line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 77°10' West Thirteen Hundred Sixteen and Four-tenths (1316.4) feet, and running thence along a regular curve to the left with a radius of 150 feet, for an arc distance of Sixty-six and Nine-tenths (66.9) feet, the tangent to the curve at the point of beginning bears North 62°47' West; thence North 88°19' West Two Hundred Thirty-eight and Three-tenths (238.3) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Nine and Two-tenths (109.2) feet; thence North 67°27' West Eighty-two and Seven-tenths (82.7) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-four and Seven-tenths (84.7) feet; thence North 35°06' West Four Hundred Thirty-eight and Six-tenths (438.6) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of Eighty and Four-tenths (80.4) feet; thence North 65°46' West One Hundred Four (104.0) feet to Station 105+15.8, a point on the Westerly line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 20°36' West Nine Hundred Thirty-four (934.0) feet, containing 2.36 acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining.

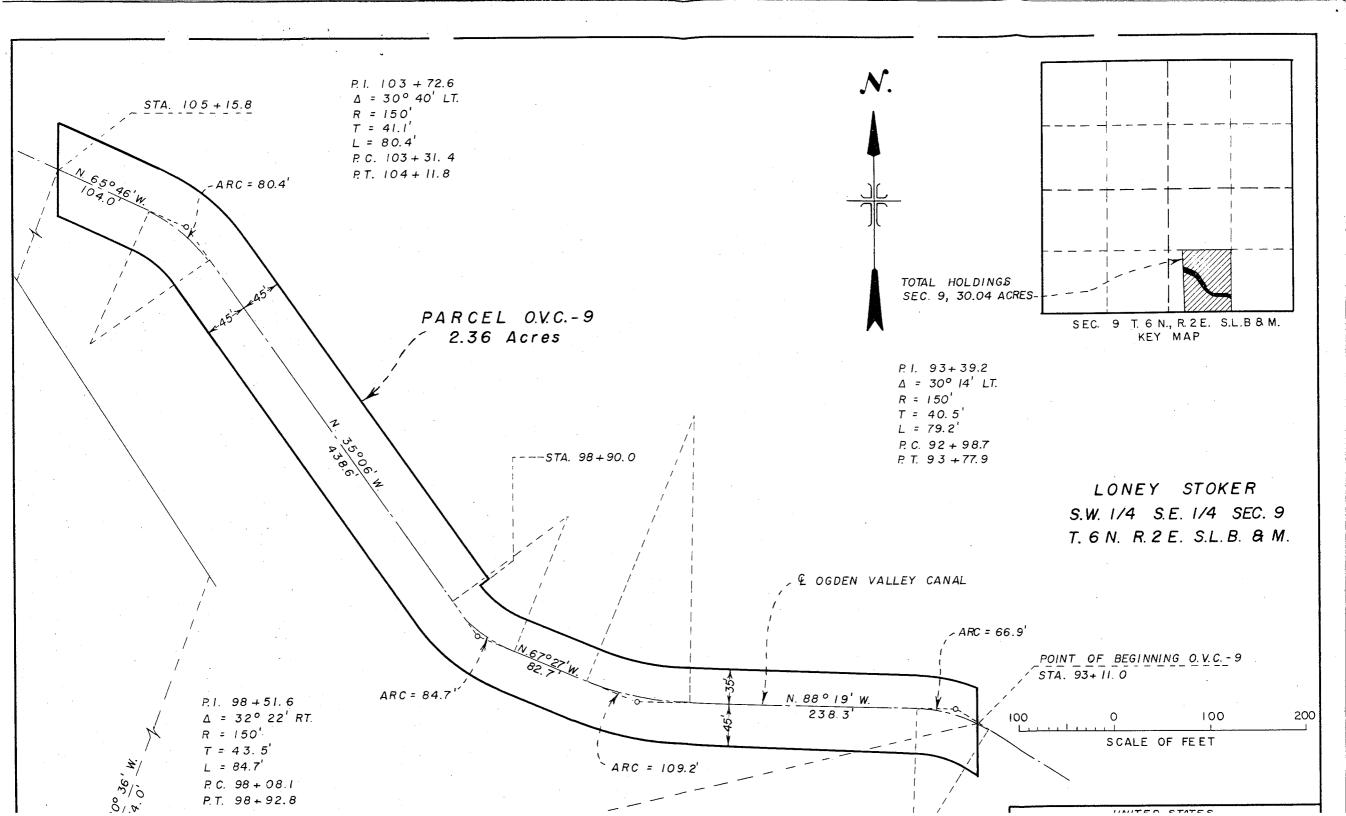
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.



(Continuation sheet of Article 3)

Parcel No. OVC-9 Continued

3b. The United States at its sole cost and expense, will: (i) provide /s/ S. V. a road crossing and road ramp at Station 101+50, some of which will be /s/ R. V. constructed on other property of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said /s/ L. S. ramp shall be maintained by the vendor; (ii) provide a livestock watering /s/ L. S. inlet at Station 101+15; (iii) operate and maintain all structures across the Canal; and (iv) maintain surface drains inside the right-of-way.



STATE OF UTAH)) SS.	
COUNTY OF WEBER)	
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		/s/ Loyd J. Ericson
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e e e e e e e e e e e e e e e e e e e			/s/ Loyd J. Erieson
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/s/ Virginia M. Wilson

Josephine A. Pass

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were increasingly sound be ups from also up are product as a part of the beautified THIS CONTRACT, made this 20th day of August 4 1962 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 iterior, and JOSEPHINE A. PASS, also known as Josephine Pass, a single woman, nn a ceinn be geroge. Gulfon en nne

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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 Weber , State of Utah , to-wit:

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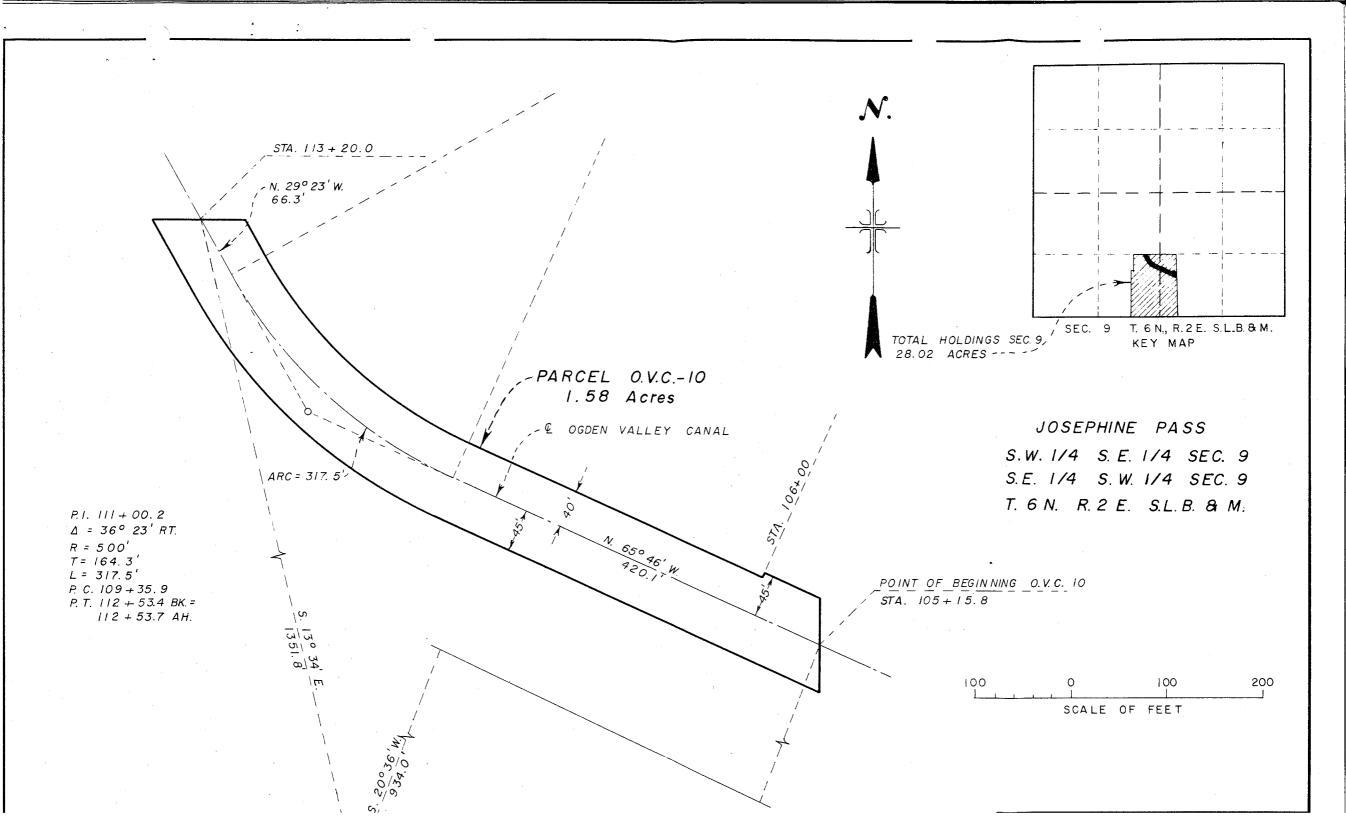
A strip of land in the Southwest Quarter of the Southeast Quarter $(SW_{1}^{1}SE_{1}^{1})$ and in the Southeast Quarter of the Southwest Quarter ($SE_{1}^{1}SW_{1}^{1}$) of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property lines and everywhere distant Forty-five (45.0) feet on the right or Northeasterly side and Forty-five (45.0) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 105+15.8 to Station 106+00.0 measured at right angles thereto and Eighty-five (85.0) feet wide and included between two lines extended to the property lines and everywhere distant Forty (40.0) feet on the right or Northeasterly side and Forty-five (45.0) feet on the left or Southwesterly side of that portion of said centerline from Station 106+00.0 to Station 113+20.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 105+15.8, a point on the Easterly line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 20036' West Nine Hundred Thirty-four (934.0) feet, and running thence North 65°46' West Four Hundred Twenty and One-tenth (420.1) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Three Hundred Seventeen and Five-tenths (317.5) feet; thence North 29°23' West Sixty-six and Three-tenths (66.3) feet to Station 113+20.0, a point on the North line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 13034' East Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, containing 1.58 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

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.

The United States at its sole cost and expense, will: (i) provide a livestock watering inlet at Station 110+85; (ii) provide a road crossing and road ramp at Station 112+00, some of which will be constructed on other property of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the vendor; and (iii) operate and maintain all structures across the Canal.



ACKNOWLEDGMENT OF VENDOR

State of UTAH	
County of WEBER	
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	/s/ Loyd J. Ericson
(SEAL)	Notary Public in and for the State of Utah Residing at Salt Lake City, Utah My commission expires 1-8-65
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Parcels Nos. OVG-11A, 11B, 11C(P)

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Contract No. 14-06-400-2811 Weber Basin Project

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THIS CONTRACT, made this way 2nd and day of June 19 63. 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 JAMES N. MALKOGIANNIS, also known as James N. Malkos, and EVANGELINE MAIKOS, his wife; LEON N. MAIKOS and ALICE MAIKOS, his wife; JAMES A. NASS, also known as James Nass and ANASTASIA D. NASS, also known as Anast D. Nass, his wife; NICK D. MALKOS and ERINE N. MALKOS, his wife,

ga kujugas kerguser da gang agar an menerupaken ngabara mmulukung hereinafter styled Vendor,

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

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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 Weber , State of Utah to-wit:

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(Continuation sheet of Article 3)

Parcel No. OVC-11A

A strip of land in the Northeast Quarter of the Southwest Quarter $(NE_{\pi}^{1}SW_{\pi}^{1})$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property lines and everywhere distant Forty (40) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 113+20.0 to Station 120+75.0 measured at right angles or radially thereto; and One Hundred (100) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Sixty (60) feet on the left or Southwesterly side of said centerline from Station 120+75.0 to Station 121+55.0 measured at right angles or radially thereto and Eightyfive (85) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Forty-five (45) feet on < the left or Southwesterly side of said centerline from Station 121+55.0 to Station 127+69.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 113+20.0, a point on the South line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 13°34' East, Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, and running thence North 29°23' West Four Hundred Nineteen and Eighttenths (419.8) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-nine and Nine-tenths (79.9) feet; thence North 14°07' West One Hundred Seventy-one and Six-tenths (171.6) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Thirty-nine and Four-tenths (139.4) feet; thence North 67°21' West Three Hundred Fifty-four and Three-tenths (354.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-four and Eight-tenths (84.8) feet; thence South 88°21' West One Hundred Thirty-one and Seven-tenths (131.7) feet; thence along a regular curve to the right with a radius of 250 feet for an arc distance of Sixty-seven and Seven-tenths (67.7) feet to Station 127+ 69.2, a point on the Westerly line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 30°37' East Twenty-five Hundred Twenty-nine and Eight-tenths (2529.8) feet, containing 2.86 acres, more or less; ALSO,

Parcel No. OVC-11B

A strip of land in the West Half of the Southeast Quarter $(W_2^{\frac{1}{2}}SE_{\frac{1}{4}}^{\frac{1}{4}})$ and the East Half of the Southwest Quarter $(E_2^{\frac{1}{2}}SW_{\frac{1}{4}}^{\frac{1}{4}})$ of Section Five (5) and in the Northwest Quarter of the Northeast Quarter $(NW_4^{\frac{1}{4}}NE_4^{\frac{1}{4}})$ of Section Eight (8), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Five (105) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Sixty (60) feet on the left or Southwesterly side of that portion of the following described centerline of what

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Parcel No. OVC-11B Continued

is known as the Ogden Valley Canal from Station 175+32.4 to Station 183+50.0 measured at right angles or radially thereto and Ninety-five (95) feet wide and included between two lines everywhere distant Forty-five (45) feet on the right or Northeasterly side and Fifty (50) feet on the left or South-westerly side of that portion of said centerline from Station 183+50.0 to Station 194+00.0 measured at right angles or radially thereto and Ninety (90) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of said centerline from Station 194+00.0 to Station 206+42.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 175+32.4, a point on the Southwesterly line of the Vendor's property, from which point the Northwest corner of said Section 8 bears North 88°13' West Thirty-four Hundred Eighty-eight and Two-tenths (3488.2) feet, and running thence North 48°14' West Three Hundred Eightynine and Four-tenths (389.4) feet; thence North 43°49' West Four Hundred Thirty (430.0) feet; thence North 37°04' West Two Hundred Twenty-two and Five-tenths (222.5) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-five (65.0) feet; thence North 29°37' West Three Hundred Ninety-seven and Seven-tenths (397.7) feet; thence North 35°54' West Two Hundred Forty-four and Seven-tenths (244.7) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of Ninety-seven and Eight-tenths (97.8) feet; thence North 47°07' West One Hundred Seven and Two-tenths (107.2) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of One Hundred Nine (109.0) feet; thence North 5°28' West Three Hundred Four and Four-tenths (304.4) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Fighty-nine and Five-tenths (189.5) feet; thence North 21°41' East Twentyseven and Eight-tenths (27.8) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred One and Two-tenths (101.2) feet to Station 202+18.7 back equals Station 202+36.0 ahead; thence North 36°19' West Thirty and Nine-tenths (30.9) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-one (81.0) feet; thence North 5°22' West Two Hundred Ninety-four and Four-tenths (294.4) feet to Station 206+42.3, a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 35°58: West Thirty-three Hundred Thirty-one (3331.0) feet; containing 6.79 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; ALSO,

Parcel No. OVC-11C(P)

A perpetual easement to construct, reconstruct, operate and maintain an irrigation structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch

Parcel No. OVC-11C(P) Continued

on, over or across the following described property:

A strip of land in the Southwest Quarter of the Southeast Quarter $(SW_{4}^{1}SE_{4}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 3.6L from Station 1+56.0 to Station 2+47.0 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 1+56.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the Northwest corner of said Section 5 bears North 29°03' West Forty-nine Hundred Ninety-five and Sixtenths (4995.6) feet, and running thence South 60°23' West Ninety-one (91.0) feet to Station 2+47.0, from which point the Northwest corner of said Section 5 bears North 28°01' West Forty-nine Hundred Ninety-seven and Nine-tenths (4997.9) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at approximate Stations 115+50 and 188+17.5; (ii) provide drainage crossings at Stations 121+07 and 125+38; (iii) provide livestock watering inlets at Stations 124+25 and 204+10; (iv) provide farm road crossings with approach ramps at Stations 124+55, 177+55, and 204+50, said ramps will be constructed partly on the Vendor's property and shall be maintained by the Vendor; (v) operate and maintain all structures across the Canal; (vi) maintain surface drains inside the right-of-way; and (vii) provide 8-inch pipe underdrain at Station 202+28.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-11A and OVC-11B in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-11C(P) subject to the easement herein agreed to be conveyed.

ACKNOWLEDGMENT OF VENDOR

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Parcels Nos. OVG-11A, 11B, 11C(P)

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Contract No. 14-06-400-2811 Weber Basin Project

Cgden Valley Canal Canal

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ES TO DESCRIPTION OF THE RESERVE SERVED OF THE PROPERTY OF THE

THIS CONTRACT, made this way 2nd and day of June 19 63. 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 JAMES N. MALKOGIANNIS, also known as James N. Malkos, and EVANGELINE MAIKOS, his wife; LEON N. MAIKOS and ALICE MAIKOS, his wife; JAMES A. NASS, also known as James Nass and ANASTASIA D. NASS, also known as Anast D. Nass, his wife; NICK D. MALKOS and ERINE N. MALKOS, his wife,

ga kujugas kerguser da gang agar pulus menerupa sés ngabada mmulu kuja hereinafter styled Vendor,

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

कार्य करणहारम्यतः प्रवद्धवानवद्गायम् यस साराज्ये विकर्णमध्ययम् वयस्य । १००५ । १०० वर्षान्य स्वयान्य । १०० वर्षान्य । १०० es que surgou sono o apost al olimbre a buce anomorphe y recenció ació por rejudi anda y del

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 Weber , State of Utah to-wit:

t na arga son a production de le company de la production de la company de la company de la company de la comp La company de la company d See attached continuation sheets of Article 3 for description and articles 3a, 3by emd/3cb fire ad alar a mailt ar im oppion, ten we aby an inter contenting in the a mili-ရုံးရုံးနှစ်မောင်းမှု<mark>နေရ</mark>ာက္ခဏ သောမာဏ္ဍာများကို မောင်းရာ အရေးမောင်းမောက်သည်။ **(88**)

र १८ ५<mark>० मध्य स्थानक । अस्ति अ</mark>पूर्ण केर<mark>, शुरुष्ण</mark> देश हुए। उन्हें अपने अपने अपने अपने <mark>पार्थ हुन्। वार्</mark>य देश නැහැකි. එම සහයුතුම් විශාල දේ, වුලි<mark>ම ද</mark>ුව පුවුම විශාකතාවට ඇති වෙන වෙන වෙන වන වැඩි විද්යාව දේ දියට මෙන වෙන ව ിതുന്നും പ്രസ്തിനും. തിന്റെ 19 ആത് സുഹരത്തു ക്രെയും തരും അവരെ താരത്തെ വരുട്ടുന്ന വിധാനം വിധാനം വിശ്യം വിധാനം ainse saera omgi sakse u je i speliri ti, govi jeja je i ta učire i jedia, vi ne u komencije i i a goja vo asi and the first field with the result of the Warday and the first particular field for the first constant which, we also that the 7 -the fine that y will be out the rest, that this is the y - relation y is the y

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Parcel No. OVC-11A

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Parcel No. OVC-11B

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Parcel No. OVC-11B Continued

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Parcel No. OVC-11C(P)

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Parcel No. OVC-11C(P) Continued

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- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-11A and OVC-11B in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-11C(P) subject to the easement herein agreed to be conveyed.

ACKNOWLEDGMENT OF VENDOR

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Parcels Nos. OVG-11A, 11B, 11C(P)

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Contract No. 14-06-400-2811 Weber Basin Project

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ES TO DESCRIPTION OF THE RESERVE SERVED OF THE PROPERTY OF THE

THIS CONTRACT, made this way 2nd and day of June 19 63. 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 JAMES N. MALKOGIANNIS, also known as James N. Malkos, and EVANGELINE MAIKOS, his wife; LEON N. MAIKOS and ALICE MAIKOS, his wife; JAMES A. NASS, also known as James Nass and ANASTASIA D. NASS, also known as Anast D. Nass, his wife; NICK D. MALKOS and ERINE N. MALKOS, his wife,

ga kujugas kerguser da gang agar pulus menerupa sés ngabada mmulu kuja hereinafter styled Vendor,

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

कार्य करणहारम्यतः प्रवद्धवानवद्गायम् यस साराज्ये विकर्णमध्ययम् वयस्य । १००५ । १०० वर्षान्य स्वयान्य । १०० वर्षान्य । १०० es que surgou sono o spor en o procesa que obres que obres o conserva serio de la la la serio. Es esta de el c

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 Weber , State of Utah to-wit:

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र १८ ५<mark>० मध्य स्थानक । अस्ति अ</mark>पूर्ण केर<mark>, शुरुष्ण</mark> देश हुए। उन्हें अपने अपने अपने अपने <mark>पार्थ हुन्। वार्</mark>य देश නැහැකි. එම සහයුතුම් විශාල දේ, වුලි<mark>ම ද</mark>ුව පුවුම විශාකතාවට ඇති වෙන වෙන වෙන වන වැඩි විද්යාව දේ දියට මෙන වෙන ව ിതുന്നും പ്രസ്തിനും. തിന്റെ 19 ആത് സുഹരത്തു ക്രെയും തരും അവരെ താരത്തെ വരുട്ടുന്ന വിധാനം വിധാനം വിശ്യം വിധാനം ainse saera omgi sakse u je i speliri ti, govi jeja je i ta učire i jedia, vi ne u komencije i i a goja vo asi and the first field with the result of the Warday and the first finite field of the first first cannot be also which, we also that the 7 -the fine that y will be out the rest, that this is the y - relation y is the y

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Parcel No. OVC-11A

A strip of land in the Northeast Quarter of the Southwest Quarter $(NE_{\pi}^{1}SW_{\pi}^{1})$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property lines and everywhere distant Forty (40) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 113+20.0 to Station 120+75.0 measured at right angles or radially thereto; and One Hundred (100) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Sixty (60) feet on the left or Southwesterly side of said centerline from Station 120+75.0 to Station 121+55.0 measured at right angles or radially thereto and Eightyfive (85) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Forty-five (45) feet on < the left or Southwesterly side of said centerline from Station 121+55.0 to Station 127+69.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 113+20.0, a point on the South line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 13°34' East, Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, and running thence North 29°23' West Four Hundred Nineteen and Eighttenths (419.8) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-nine and Nine-tenths (79.9) feet; thence North 14°07' West One Hundred Seventy-one and Six-tenths (171.6) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Thirty-nine and Four-tenths (139.4) feet; thence North 67°21' West Three Hundred Fifty-four and Three-tenths (354.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-four and Eight-tenths (84.8) feet; thence South 88°21' West One Hundred Thirty-one and Seven-tenths (131.7) feet; thence along a regular curve to the right with a radius of 250 feet for an arc distance of Sixty-seven and Seven-tenths (67.7) feet to Station 127+ 69.2, a point on the Westerly line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 30°37' East Twenty-five Hundred Twenty-nine and Eight-tenths (2529.8) feet, containing 2.86 acres, more or less; ALSO,

Parcel No. OVC-11B

A strip of land in the West Half of the Southeast Quarter $(W_2^{\frac{1}{2}}SE_{\frac{1}{4}}^{\frac{1}{4}})$ and the East Half of the Southwest Quarter $(E_2^{\frac{1}{2}}SW_{\frac{1}{4}}^{\frac{1}{4}})$ of Section Five (5) and in the Northwest Quarter of the Northeast Quarter $(NW_4^{\frac{1}{4}}NE_{\frac{1}{4}}^{\frac{1}{4}})$ of Section Eight (8), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, One Hundred Five (105) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Sixty (60) feet on the left or Southwesterly side of that portion of the following described centerline of what

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Parcel No. OVC-11B Continued

is known as the Ogden Valley Canal from Station 175+32.4 to Station 183+50.0 measured at right angles or radially thereto and Ninety-five (95) feet wide and included between two lines everywhere distant Forty-five (45) feet on the right or Northeasterly side and Fifty (50) feet on the left or South-westerly side of that portion of said centerline from Station 183+50.0 to Station 194+00.0 measured at right angles or radially thereto and Ninety (90) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of said centerline from Station 194+00.0 to Station 206+42.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 175+32.4, a point on the Southwesterly line of the Vendor's property, from which point the Northwest corner of said Section 8 bears North 88°13' West Thirty-four Hundred Eighty-eight and Two-tenths (3488.2) feet, and running thence North 48°14' West Three Hundred Eightynine and Four-tenths (389.4) feet; thence North 43°49' West Four Hundred Thirty (430.0) feet; thence North 37°04' West Two Hundred Twenty-two and Five-tenths (222.5) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-five (65.0) feet; thence North 29°37' West Three Hundred Ninety-seven and Seven-tenths (397.7) feet; thence North 35°54' West Two Hundred Forty-four and Seven-tenths (244.7) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of Ninety-seven and Eight-tenths (97.8) feet; thence North 47°07' West One Hundred Seven and Two-tenths (107.2) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of One Hundred Nine (109.0) feet; thence North 5°28' West Three Hundred Four and Four-tenths (304.4) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Fighty-nine and Five-tenths (189.5) feet; thence North 21°41' East Twentyseven and Eight-tenths (27.8) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred One and Two-tenths (101.2) feet to Station 202+18.7 back equals Station 202+36.0 ahead; thence North 36°19' West Thirty and Nine-tenths (30.9) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-one (81.0) feet; thence North 5°22' West Two Hundred Ninety-four and Four-tenths (294.4) feet to Station 206+42.3, a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 35°58: West Thirty-three Hundred Thirty-one (3331.0) feet; containing 6.79 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; ALSO,

Parcel No. OVC-11C(P)

A perpetual easement to construct, reconstruct, operate and maintain an irrigation structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch

Parcel No. OVC-11C(P) Continued

on, over or across the following described property:

A strip of land in the Southwest Quarter of the Southeast Quarter $(SW_{4}^{1}SE_{4}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 3.6L from Station 1+56.0 to Station 2+47.0 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 1+56.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the Northwest corner of said Section 5 bears North 29°03' West Forty-nine Hundred Ninety-five and Sixtenths (4995.6) feet, and running thence South 60°23' West Ninety-one (91.0) feet to Station 2+47.0, from which point the Northwest corner of said Section 5 bears North 28°01' West Forty-nine Hundred Ninety-seven and Nine-tenths (4997.9) feet, containing 0.08 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at approximate Stations 115+50 and 188+17.5; (ii) provide drainage crossings at Stations 121+07 and 125+38; (iii) provide livestock watering inlets at Stations 124+25 and 204+10; (iv) provide farm road crossings with approach ramps at Stations 124+55, 177+55, and 204+50, said ramps will be constructed partly on the Vendor's property and shall be maintained by the Vendor; (v) operate and maintain all structures across the Canal; (vi) maintain surface drains inside the right-of-way; and (vii) provide 8-inch pipe underdrain at Station 202+28.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-11A and OVC-11B in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-11C(P) subject to the easement herein agreed to be conveyed.

ACKNOWLEDGMENT OF VENDOR

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be serred on S. BERTHA NIELSEN BRUNKER and LORENZO BRUNKER, her husband, tures and appluances incluent to lia diminiminian whells throw hay claim for damage one acand constant varianted works, televitine and elections that the implies in the safet has significaof the United States shall at all three halp no retrieved greads or 1214 prepetly to survey for 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 In the firm of States. State of or penaceano ea rou reus calendad eler ina inclusero os À rou cur unha aurs estrucero See attached continuation sheet of Article 3 for description and Articles An existante Unived States may, " its option, remove any and all gree opterating there and នៃ ប្រធាន និងមេនៅ ស្មែនស្រាយនៃ ទី១០ម្តី១ មន្ត្រីបានសម្រេច ទេះ ទេសមានសម្រេច និងមាន សមាន និងមនុស្ស និងមនុស្ស និង

and the deed required by artion 3 shall be borne by the United Figues. ouperso orders of autries protited in this contract. The enpetra of recoveing this contract structs or conflictes of this or tide increases will be produced by the United States at its providely subject only to the bifactis, liens or encombract stagessly provided herein. Abhe extray and proper to show in the Wesder countains one sample correcambered title to said asu punces of fide and militarette which the Verder easy he offvised by the Cortect States are or the cause, and, breaked the seasters afterned each televal and the contract for the contract of

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Parcel No. OVC-12

A strip of land in the North Half of the Southwest Quarter $(N_2^1SN_4^1)$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northeasterly side and Forty-five (45) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 127+97.0 to Station 136+00.0, measured at right angles or radially thereto; and One Hundred (100) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northerly side and Sixty (60) feet on the left or Southerly side of that portion of said centerline from Station 136+00.0 to Station 139+08.4, measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 127+97.0, a point on the Easterly line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 31°02' East Twenty-five Hundred Fifty (2550.0) feet, and running thence along a regular curve to the right with a radius of 250 feet for an arc distance of Eighty-two and Six-tenths (82.6) feet, the tangent to the curve at the point of beginning bears North 69°46' West; thence North 50°50' West Two Hundred Forty-three and Four-tenths (243.4) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of One Hundred Eightythree and One-tenth (183.1) feet; thence North 71°49' West Four Hundred Seventy and Three-tenths (470.3) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Thirty-two (132.0) feet to Station 139+08.4, a point on the North line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 40°32' East Thirty-five Hundred Twenty-six (3526.0) feet, containing 2.27 acres, 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 United States at its sole cost and expense, will (i) provide a livestock watering inlet at Station 129+65.

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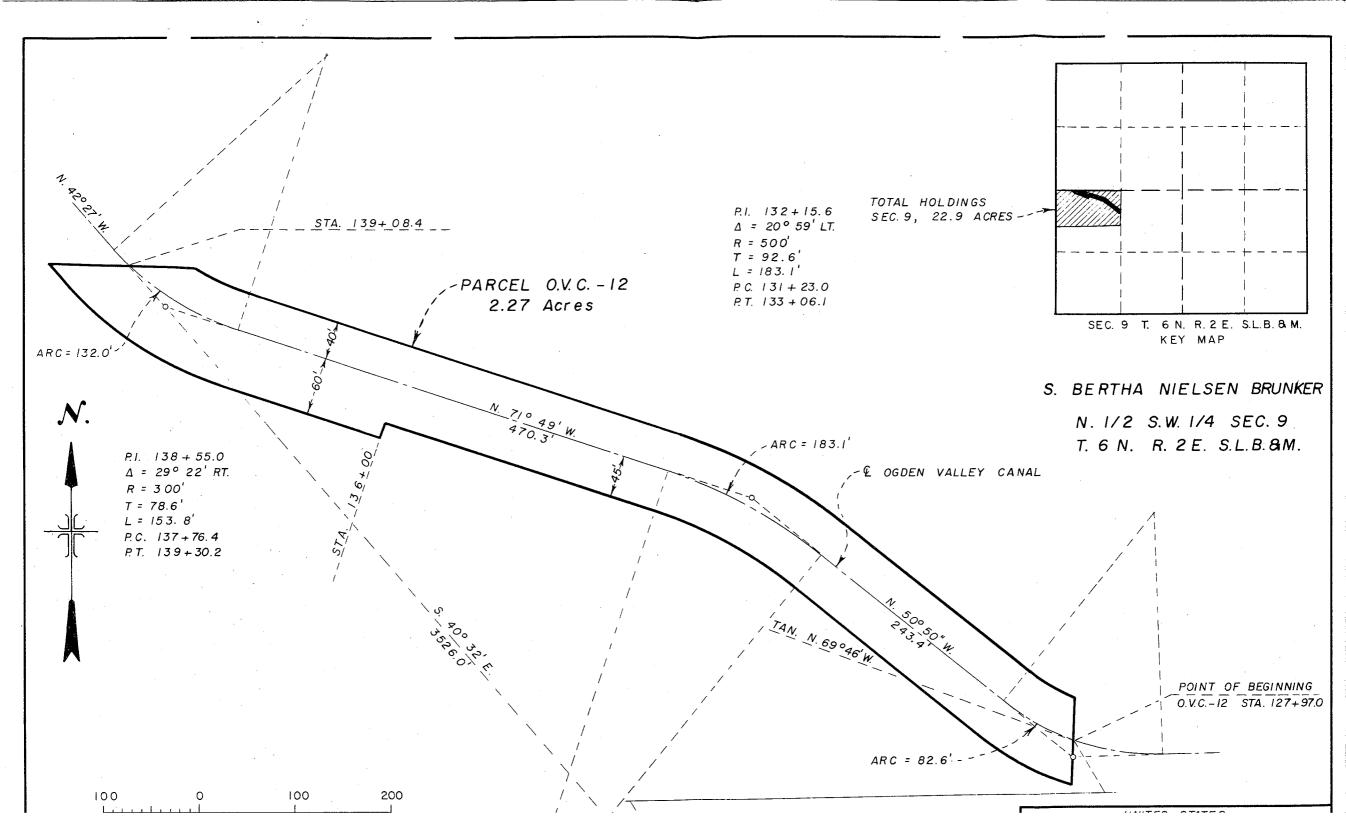
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and the deed required by article 3 shall be borne by the United States. expense unless otherwise provided in this contract. The expense of resording this contract stracts or confibrates of title or title insurance will be procured by the United States at its property subject only to the interests, liens or encumbrances expressly provided herein, Abnecessary and proper to show in the Vendor complicae (se simple, unercumbered this to said assurances of title and affidablts which the Vender may be believed by the Chiffed Stotes are 6. The Verdor shall procure and have recorded without each to the United States an

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 new or engineer constant of the county of new or engineer constant in the County of new or engineer constant of the county of new or engineer constant of the county discharge same with the money so regeryed, hat this provision shall not be construct to suchuprance particles at tached continuation sheets of article 3, for description and articles 3a, 3pt 3dn ang 3gant that Hens or encombrences, other than those expressly provided nersing

hereinafter styled Vendor, tors, administrators and assigns of the Vendor, and the assigns of the Unded Seates. 25612. SWITNESSETHOThat:for and in consideration of the mutual agreements herein containedy the parties hereto do govenant and agree as follows: seems aware the analysis or the This contract shall become effective to the time Uninitial consumption of seasons with the contract shall become

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THIS CONTRACT, made this WAS 17th to I day of August est accoming the said, 1962 II, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-

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Parcel No. OVC-13A

A strip of land in the Northeast Quarter $(NE^{\frac{1}{4}})$ of Section Eight (8) and in the Southwest Quarter of the Northwest Quarter ($SW_{\overline{u}}^{1}NW_{\overline{u}}^{1}$) of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly and Northerly side and Forty-five (45) feet on the left or Westerly and Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 139+08.4 to Station 150+96.7 measured at right angles or radially thereto and Eighty (80) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Forty (40) feet on the left or Southwesterly side of that portion of said centerline from Station 150+96.7 to Station 170+07 and Eighty-five (85) feet wide and included between two lines everywhere distant Forty-five (45) feet on the right or Northeasterly side and Forty (40) feet on the left or Southwesterly side of that portion of said centerline from Station 170+07 to Station 175+00 and Ninety-five (95) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Fifty (50) feet on the left or Southwesterly side of that portion of said centerline from Station 175+00.0 to Station 175+32.4 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 139+08.4, a point on the South line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 40°32' East Thirty-five Hundred Twenty-six (3526.0) feet; and running thence along a regular curve to the right with a radius of 300 feet, for an arc distance of Twenty-one and Eight-tenths (21.8) feet, the tangent to the curve at the point of beginning bears North 47°37' West; thence North 42°27' West Seventy-five and Six-tenths (75.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-nine and Six-tenths (89.6) feet; thence North 25°21' West One Hundred Ten and One-tenth (110.1) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Ninetysix and Three-tenths (96.3) feet; thence North 11°26' East Three Hundred One and Five-tenths (301.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Ninety-nine and Six-tenths (199.6) feet to Station 148+02.9 back equals Station 148+06.9 ahead; thence South 77°07' West One Hundred Ninety-six and Nine-tenths (196.9) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-two and Nine-tenths (92.9) feet; thence North 49°40' West Ninety-three and One-tenth (93.1) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-one and Seven-tenths (91.7) feet; thence North 2°52' East One Hundred Twelve and Four-tenths (112.4) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of

One Hundred Forty-five and Two-tenths (145.2) feet; thence North 80°19' West Thirty-six (36.0) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of One Hundred Eleven and Six-tenths (111.6) feet thence North 37°41' West Eleven Hundred Ninety-three and Ninetenths (1193.9) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of Ninety-two and Two-tenths (92.2) feet; thence North 48°14' West Five Hundred Fifty-nine and Six-tenths (559.6) feet to Station 175+32.4, a point on the Northeasterly line of the Vendor's property from which point the Northwest corner of said Section 8 bears North 88°13' West Thirty-four Hundred Eighty-eight and Two-tenths (3488.2) feet, containing 6.97 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-13B(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the Southwest Quarter of the Northwest Quarter $(SW_{4}^{1}NW_{4}^{1})$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 2.7L from Station 1+45.0 to Station 2+65.0 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 1+45.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the South Quarter corner of said Section 9 bears South 41°22' East Thirty-six Hundred Seventy-one and One-tenth (3671.1) feet, and running thence South 56°06' West One Hundred Twenty (120.0) feet to Station 2+65.0, from which point the South Quarter corner of said Section 9 bears South 43°12' East Thirty-six Hundred Eighty-seven and Eight-tenths (3687.8) feet, containing 0.11 of an acre, more or less; also

Parcel No. OVC-13C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the East Half of the Northeast Quarter $(E_{2}^{\frac{1}{2}}NE_{4}^{\frac{1}{4}})$ of Section Eight (8), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines

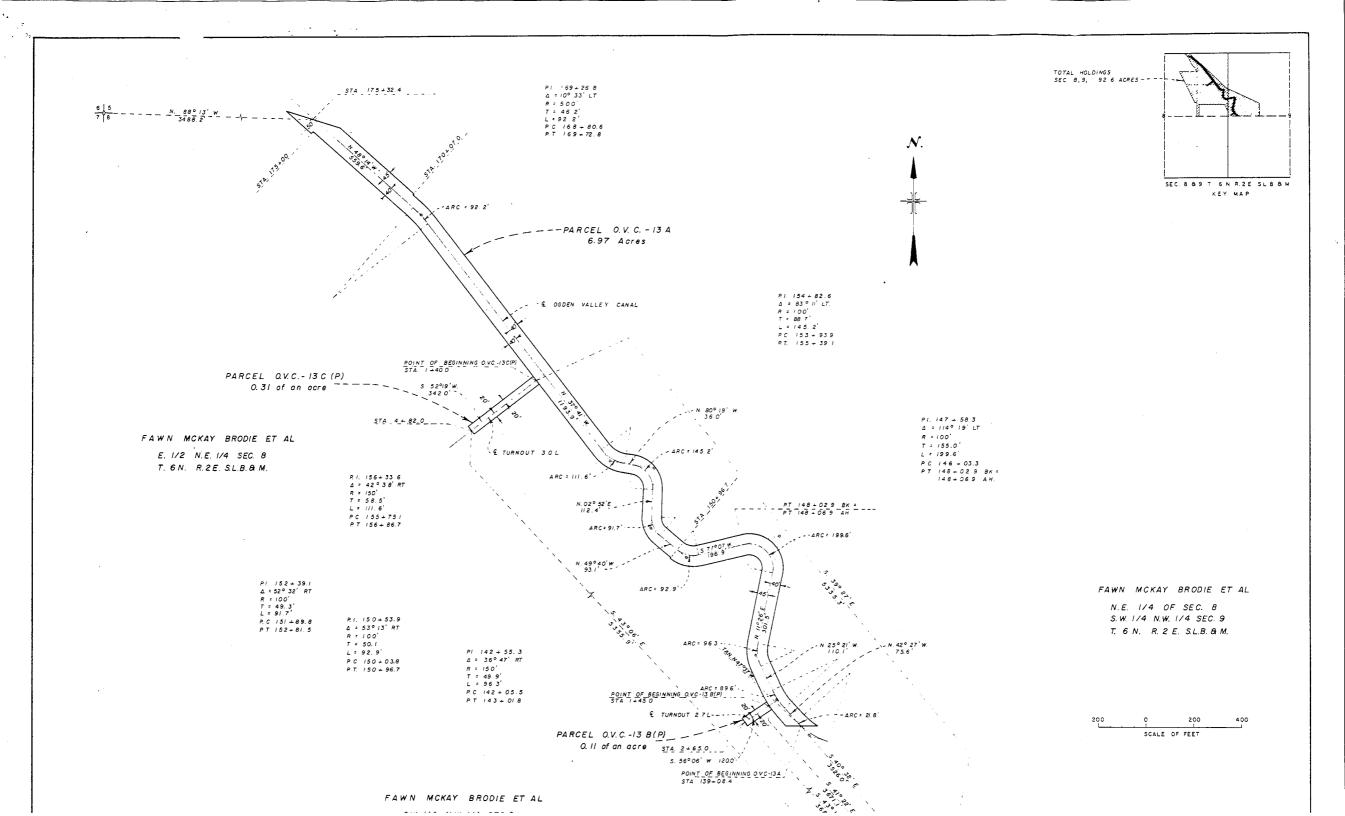
extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 3.0L from Station 1+40.0 to Station 4+82.0 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 1+40.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the South Quarter corner of Section 9, Township 6 North, Range 2 East, bears South 39°27' East Fifty-three Hundred Thirty=five and Three-tenths (5335.3) feet, and running thence South 52°19' West Three Hundred Forty-two (342.0) feet to Station 4+82.0, from which point the South Quarter corner of said Section 9 bears South 43°06' East Fifty-three Hundred Fifty-five and Nine-tenths (5355.9) feet, containing 0.31 of an acre, 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.
- The United States at its sole cost and expense will: (i) provide drainage crossing at Station 145+74.8; (ii) provide livestock watering inlet at Station 146+80; (iii) provide a farm road crossing at Station 147+25; (iv) provide an irrigation turnout at Station 160+83.1; (v) construct an irrigation turnout at Station 140+49.7; (vi) operate and maintain all structures across the Canal; (vii) maintain surface drains inside the right-of-way; and (viii) provide an access ramp at Station 159+50 and at Station 167+50 to the operation and maintenance road on the westerly bank of the canal from vendors' remaining lands lying Westerly of said canal, said ramps to be constructed partly on other lands of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramps shall be maintained by the vendor. Subject to the prior right and use by the United States, the vendor will be permitted at his sole risk and expense, to use the operation and maintenance road along the Westerly bank of the canal. Said operation and maintenance road will be maintained by the United States only to the extent necessary for its use.
- 3c. The Vendor reserves the right to (i) retain possession of the property herein conveyed and described as Parcel No. OVC-13a in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcels Nos. 13B(P) and 13C(P) subject to the easements herein agreed to be conveyed.
- 3d. The Vendor, for himself, his successors and assigns agrees that within the perpetual easement areas described herein; (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement or materials upon the areas 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 areas will be subject to the approval of the United States, its agents or assigns.

/s/ F.M.J. L.M.C. B.M.S. F.M.B.

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ACKNOWLEDGMENT OF VENDOR

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Moore markers deflare (\$ y by Chikes Stand Tressory warrant or discal pard to the Vendor as full purchase price the punt of and their facturer approval by the proper officials of the United States. It shall equicate by execution and delivery of the deed required by article 2, the signing of the usual yearthers, The United States shall purchase said property on the terms become agressed, and ear

and the deed required by article 3 shall be borne by the United States. expense unless otherwise provided in this contract. The expense of resording this contract stracts or confibrates of title or title insurance will be procured by the United States at its property subject only to the interests, liens or encumbrances expressly provided herein, Abnecessary and proper to show in the Vendor complicae (se simple, unercumbered this to said assurances of title and affidablts which the Vender may be believed by the Chiffed Stotes are 6. The Verdor shall procure and have recorded without each to the United States an

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 new or engineer constant of the county of new or engineer constant in the County of new or engineer constant of the county of new or engineer constant of the county discharge same with the money so regeryed, hat this provision shall not be construct to suchuprance particles at tached continuation sheets of article 3, for description and articles 3a, 3pt 3dn ang 3gant that Hens or encombrences, other than those expressly provided nersing

hereinafter styled Vendor, tors, administrators and assigns of the Vendor, and the assigns of the Unded Seates. 25612. SWITNESSETHOThat:for and in consideration of the mutual agreements herein containedy the parties hereto do govenant and agree as follows: seems aware the analysis or the This contract shall become effective to the time Uninitial consumption of seasons with the contract shall become

of the United States shall at all those have unrestricted access to seid property to serves for 8. After execution of this contrast by the United Strick, the proper cirlicers and agents

plementary 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 only of the deed as hereis provided, and may harvest and retain the crops thereon benearmon on the hetann mekar Brodge, a married woman desest on of este backer many inter and abburge**barbara:/McKAY./SMITH**in**a married: wowaninand**ani nocas.cris.o...cors-THE CONSIDER BOOK LOUISE MCKAY CARD, a narried women, subspace they are even being

THIS CONTRACT, made this WAS 17th to I day of August est accoming the said, 1962 II, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-

said proceedings shall be the same amount as the parensase year sareh promoted.

Ogden Valley Canal no commercial oburtadu OF RECLAMATION rus / strong get rus rus nos og consugarous bahable Ly compactors are the rest of some confident No. 14-06-400-2651 and granning percentage, brokeringe or contakter risery that warrenty that or apply to const (a) in its discretion, to a weber Basin Project so, but he weather the statement of gent fee. Breach of this warran**oageal agreek caust**ed that as the light to aread the wicure this contract upon any agreement for a commission, percentage, provenings, or contin-10. The Vendor**FAINDs (DABCHACE) CONTRAGO** posed to suffer the ba-

coba tours grante grade this configuration to any benefit that may write freezions, but district a safery of start and configuration or com-Parcels OVC-13A/138(PY,13C(P) Delocate UNITED STATES dear Constitution and the admitted Fewn Brimhall McKay DEPARTMENT OF THE INTERIOR

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Parcel No. OVC-13A

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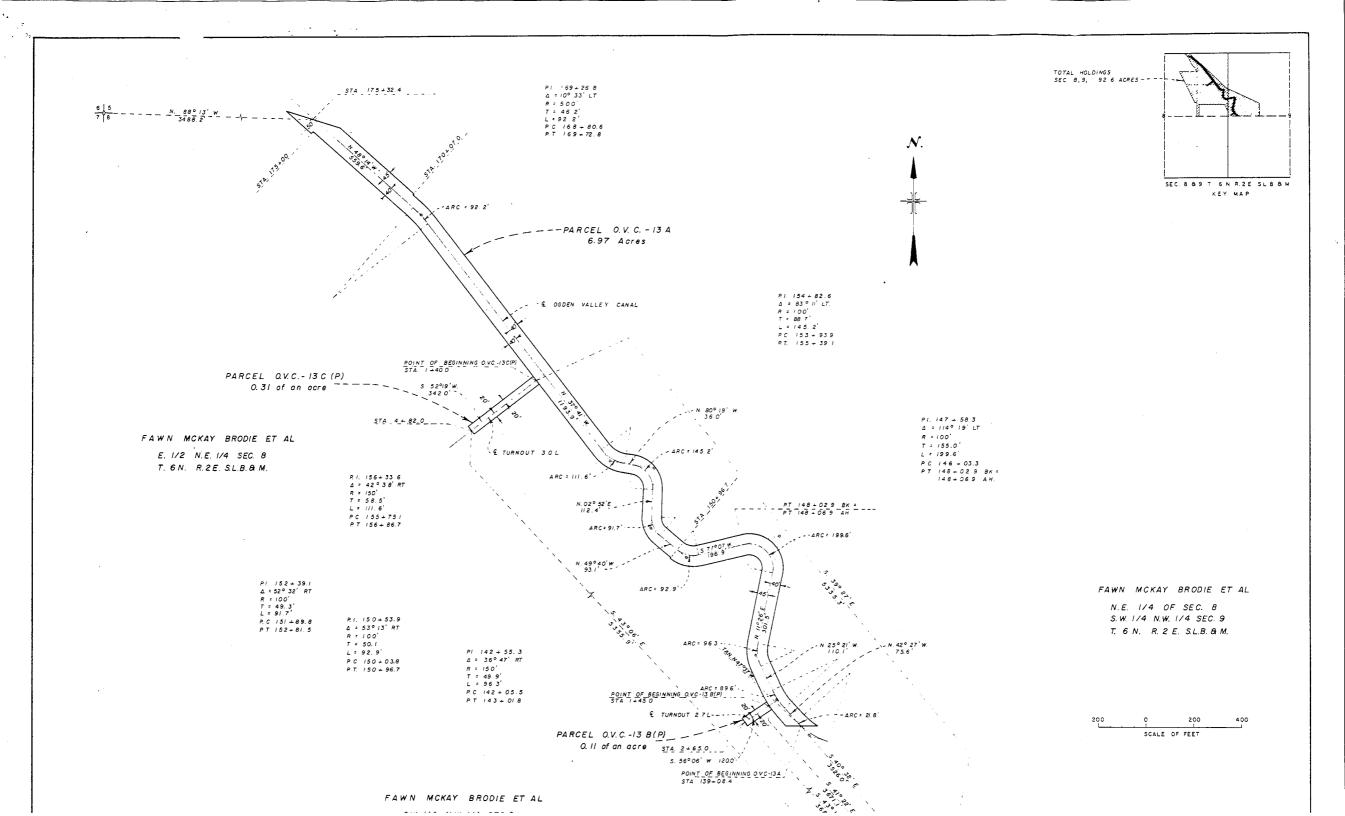
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/s/ F.M.J. L.M.C. B.M.S. F.M.B.

STATE OF UTAH)) SS.		
COUNTY OF _ SALE	_)		
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Moore markers deflare (\$ y by Chikes Stand Tressory warrant or discal pard to the Vendor as full purchase price the punt of and their facturer approval by the proper officials of the United States. It shall equicate by execution and delivery of the deed required by article 2, the signing of the usual yearthers, The United States shall purchase said property on the terms become agressed, and ear

and the deed required by article 3 shall be borne by the United States. expense unless otherwise provided in this contract. The expense of resording this contract stracts or confibrates of title or title insurance will be procured by the United States at its property subject only to the interests, liens or encumbrances expressly provided herein, Abnecessary and proper to show in the Vendor complicae (se simple, unercumbered this to said assurances of title and affidablts which the Vender may be believed by the Chiffed Stotes are 6. The Verdor shall procure and have recorded without each to the United States an

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 new or engineer constant of the county of new or engineer constant in the County of new or engineer constant of the county of new or engineer constant of the county discharge same with the money so regeryed, hat this provision shall not be construct to suchuprance particles at tached continuation sheets of article 3, for description and articles 3a, 3pt 3dn ang 3gant that Hens or encombrences, other than those expressly provided nersing

hereinafter styled Vendor, tors, administrators and assigns of the Vendor, and the assigns of the Unded Seates. 25612. SWITNESSETHOThat for and in consideration of the mutual agreements herein containedy the parties hereto do govenant and agree as follows: seems aware the analysis or the This contract shall become effective to the time Uninitial consumption of seasons with the contract shall become

of the United States shall at all those have unrestricted access to seid property to serves for 8. After execution of this contrast by the United Strick, the proper cirlicers and agents

plementary 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 only of the deed as hereis provided, and may harvest and retain the crops thereon benearmon on the hetann mekar Brodge, a married woman desest on of este backer many inter and abburge**barbara:/McKAY./SMITH**in**a married: wowaninand**ani nocas.cris.o...cors-THE CONSIDER BOOK LOUISE MCKAY CARD, a narried women, subspace they are even being

THIS CONTRACT, made this WAS 17th to I day of August est accoming the said, 1962 II, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-

said proceedings shall be the same amount as the parensase year sareh promoted.

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coba tours grante grade this configuration to any benefit that may wrise fremeior given this re- of sterior (1) this configuration with a componention or some, Parcels OVC-13A/138(PY,13C(P) Delocate UNITED STATES dear Constitution and the admitted Fewn Brimhall McKay DEPARTMENT OF THE INTERIOR

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Parcel No. OVC-13A

A strip of land in the Northeast Quarter $(NE^{\frac{1}{4}})$ of Section Eight (8) and in the Southwest Quarter of the Northwest Quarter ($SW_{\overline{u}}^{1}NW_{\overline{u}}^{1}$) of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Eighty-five (85) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly and Northerly side and Forty-five (45) feet on the left or Westerly and Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 139+08.4 to Station 150+96.7 measured at right angles or radially thereto and Eighty (80) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Northeasterly side and Forty (40) feet on the left or Southwesterly side of that portion of said centerline from Station 150+96.7 to Station 170+07 and Eighty-five (85) feet wide and included between two lines everywhere distant Forty-five (45) feet on the right or Northeasterly side and Forty (40) feet on the left or Southwesterly side of that portion of said centerline from Station 170+07 to Station 175+00 and Ninety-five (95) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northeasterly side and Fifty (50) feet on the left or Southwesterly side of that portion of said centerline from Station 175+00.0 to Station 175+32.4 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 139+08.4, a point on the South line of the Vendor's property, from which point the South Quarter corner of said Section 9 bears South 40°32' East Thirty-five Hundred Twenty-six (3526.0) feet; and running thence along a regular curve to the right with a radius of 300 feet, for an arc distance of Twenty-one and Eight-tenths (21.8) feet, the tangent to the curve at the point of beginning bears North 47°37' West; thence North 42°27' West Seventy-five and Six-tenths (75.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-nine and Six-tenths (89.6) feet; thence North 25°21' West One Hundred Ten and One-tenth (110.1) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Ninetysix and Three-tenths (96.3) feet; thence North 11°26' East Three Hundred One and Five-tenths (301.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Ninety-nine and Six-tenths (199.6) feet to Station 148+02.9 back equals Station 148+06.9 ahead; thence South 77°07' West One Hundred Ninety-six and Nine-tenths (196.9) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-two and Nine-tenths (92.9) feet; thence North 49°40' West Ninety-three and One-tenth (93.1) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-one and Seven-tenths (91.7) feet; thence North 2°52' East One Hundred Twelve and Four-tenths (112.4) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of

One Hundred Forty-five and Two-tenths (145.2) feet; thence North 80°19' West Thirty-six (36.0) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of One Hundred Eleven and Six-tenths (111.6) feet thence North 37°41' West Eleven Hundred Ninety-three and Ninetenths (1193.9) feet; thence along a regular curve to the left with a radius of 500 feet for an arc distance of Ninety-two and Two-tenths (92.2) feet; thence North 48°14' West Five Hundred Fifty-nine and Six-tenths (559.6) feet to Station 175+32.4, a point on the Northeasterly line of the Vendor's property from which point the Northwest corner of said Section 8 bears North 88°13' West Thirty-four Hundred Eighty-eight and Two-tenths (3488.2) feet, containing 6.97 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-13B(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the Southwest Quarter of the Northwest Quarter $(SW_{4}^{1}NW_{4}^{1})$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 2.7L from Station 1+45.0 to Station 2+65.0 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 1+45.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the South Quarter corner of said Section 9 bears South 41°22' East Thirty-six Hundred Seventy-one and One-tenth (3671.1) feet, and running thence South 56°06' West One Hundred Twenty (120.0) feet to Station 2+65.0, from which point the South Quarter corner of said Section 9 bears South 43°12' East Thirty-six Hundred Eighty-seven and Eight-tenths (3687.8) feet, containing 0.11 of an acre, more or less; also

Parcel No. OVC-13C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the East Half of the Northeast Quarter $(E_{2}^{\frac{1}{2}}NE_{4}^{\frac{1}{4}})$ of Section Eight (8), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines

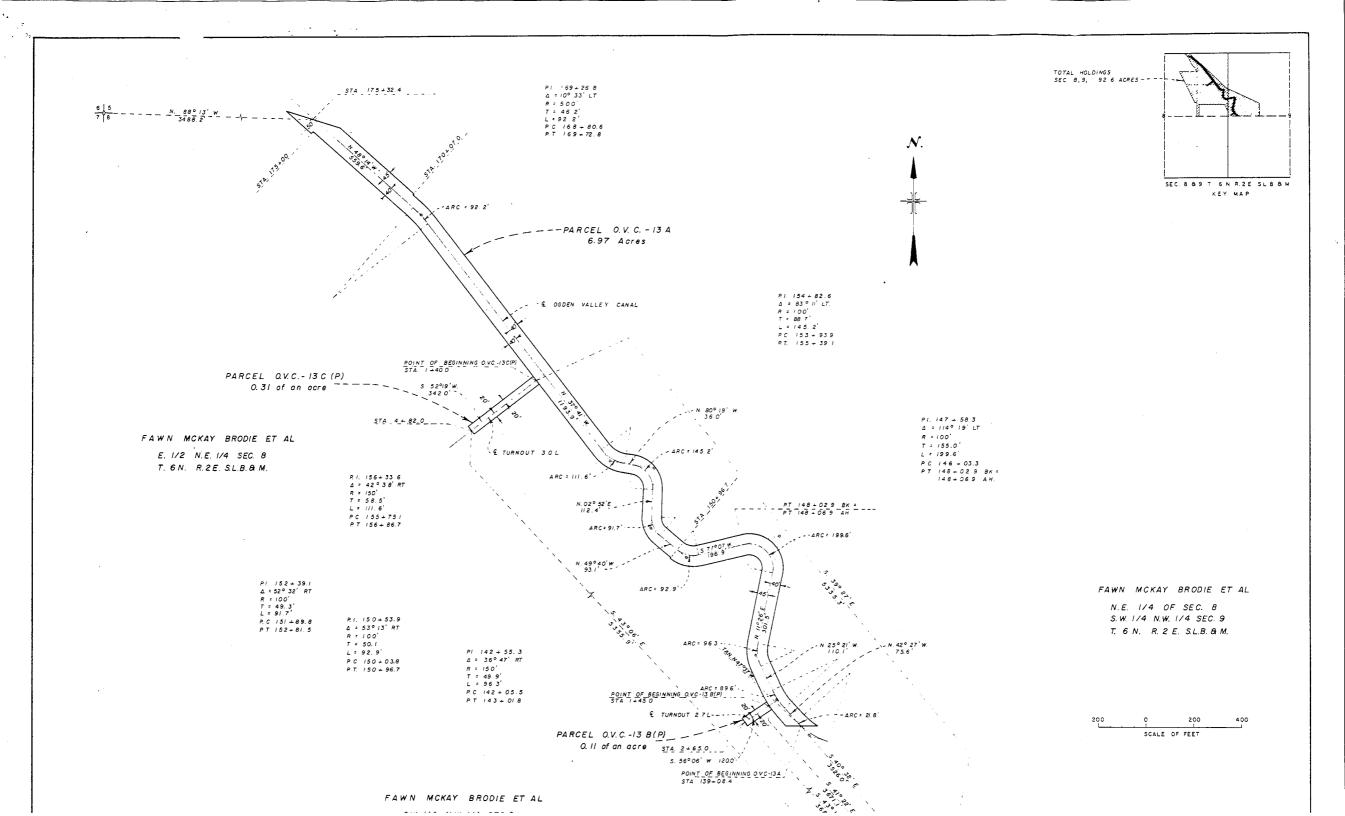
extended to the property line and everywhere distant Twenty (20) feet on the right or Northwesterly side and Twenty (20) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 3.0L from Station 1+40.0 to Station 4+82.0 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 1+40.0, a point on the Southwesterly right-of-way line of the Ogden Valley Canal from which point the South Quarter corner of Section 9, Township 6 North, Range 2 East, bears South 39°27' East Fifty-three Hundred Thirty=five and Three-tenths (5335.3) feet, and running thence South 52°19' West Three Hundred Forty-two (342.0) feet to Station 4+82.0, from which point the South Quarter corner of said Section 9 bears South 43°06' East Fifty-three Hundred Fifty-five and Nine-tenths (5355.9) feet, containing 0.31 of an acre, 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.
- The United States at its sole cost and expense will: (i) provide drainage crossing at Station 145+74.8; (ii) provide livestock watering inlet at Station 146+80; (iii) provide a farm road crossing at Station 147+25; (iv) provide an irrigation turnout at Station 160+83.1; (v) construct an irrigation turnout at Station 140+49.7; (vi) operate and maintain all structures across the Canal; (vii) maintain surface drains inside the right-of-way; and (viii) provide an access ramp at Station 159+50 and at Station 167+50 to the operation and maintenance road on the westerly bank of the canal from vendors' remaining lands lying Westerly of said canal, said ramps to be constructed partly on other lands of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramps shall be maintained by the vendor. Subject to the prior right and use by the United States, the vendor will be permitted at his sole risk and expense, to use the operation and maintenance road along the Westerly bank of the canal. Said operation and maintenance road will be maintained by the United States only to the extent necessary for its use.
- 3c. The Vendor reserves the right to (i) retain possession of the property herein conveyed and described as Parcel No. OVC-13a in Article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcels Nos. 13B(P) and 13C(P) subject to the easements herein agreed to be conveyed.
- 3d. The Vendor, for himself, his successors and assigns agrees that within the perpetual easement areas described herein; (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (ii) removal of materials from or placement or materials upon the areas 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 areas will be subject to the approval of the United States, its agents or assigns.

/s/ F.M.J. L.M.C. B.M.S. F.M.B.

STATE OF UTAH)) SS.		
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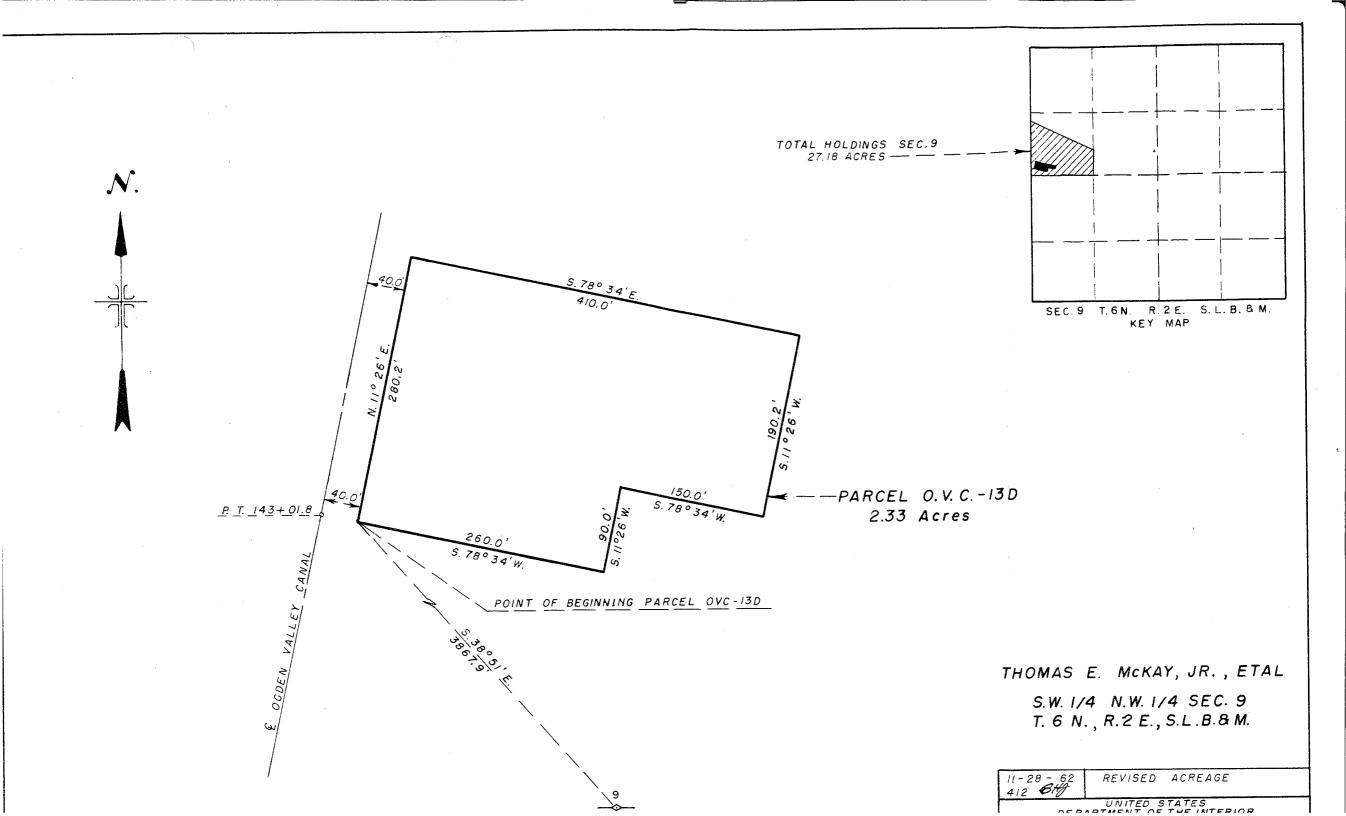
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RIGHT-OF-WAY DESCRIPTION OGDEN VALLEY CANAL WEBER BASIN PROJECT

Parcel No. OVC-13D Written by: C. H. Jackson Vendor Thomas E. McKay, Jr., et al Checked by: M. C. Christensen

A tract of land in the Southwest Quarter of the Northwest Quarter $(SW_{\frac{1}{4}}^{\frac{1}{4}}NW_{\frac{1}{4}}^{\frac{1}{4}})$ of Section Nine (9), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Northeasterly line of the Ogden Valley Canal right-of-way, from which point the South Quarter corner of said Section 9 bears South 38°51' East Thirty-eight Hundred Sixty-seven and Nine-tenths (3867.9) feet, and running thence North 11°26' East along said Northeasterly right-of-way line Two Hundred Eighty and Two-tenths (280.2) feet; thence South 78°34' East Four Hundred Ten (410.0) feet; thence South 11°26' West One Hundred Ninety and Two-tenths (190.2) feet; thence North 78°34' West One Hundred Fifty (150.0) feet; thence South 11°26' West Ninety (90.0) feet; thence North 78°34' West Two Hundred Sixty (260.0) feet to the point of beginning, containing 2.33 acres, more or less.



Copy for: 148(P), 140 DEPARTMENT OF THE INTEDIOD DEPARTMENT OF THE INTERIOR Keith G. Jensen, et al App or al Orden Valley Canal BUREAU OF RECLAMATION

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said proceedings about to the same amount as the products ofthe to eith provided. THIS CONTRACT, made this had 4th to make of January January, 19 63 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 are the first γ of the different has being a part of the first and γ

KEITH G. JENSEN and LULA H. JENSEN, his wife <u>ingsios of said progesty unau</u> titles and appliances incided to said recignant or normal free of only defin to relating a recomthe conversel sensination frames selections are electron frame deconfines are offerebride of the further shall at all thank I ave unreal accusate assume to said property to samely for 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:

with covenants of varranty

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 State of Cutation of to-wit: carobaigs same with the money so is served, but this provision about not be considered to See attached continuation sheets of article 3 for description and articles 38'c.39' 36 946.3 State not, as its option, temore any and all such outstanding liens and event last bens or encumbraneas, ource than those expressly provided berein,

and the deed required by unitely 3 shall be home by the United States. experio addess caleracise provided in this contract. The capanae of recording this nontrast stracts or certificates of title or title brurance vill be proceed by the United States at its properly subject only to the interests, lieus or encumbrances expressly provided herein. Abnecessary and proper to short in the Vender somplete for simple absorbered title to said associances of title and affidavius which the Vendor may be advise by the United States are 6. The Vonder shall prompe and have recorded without cour to the United Stales all

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Continuation sheet of article 3

Parcel No. OVC-14A

A strip of land in the Northeast Quarter of the Southwest Quarter $(\mathbb{R}^{\frac{1}{4}}_{\frac{1}{4}})$ and in the Northwest Quarter $(\mathbb{N}^{\frac{1}{4}}_{\frac{1}{4}})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt lake Base and Meridian, Eighty (80) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly side and Forty (40) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 206+42.3 to Station 223+10.0 measured at right angles or radially thereto; and Eighty-five (85) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Easterly and Southerly sides and Forty-five (45) feet on the left or Westerly and Northerly sides of that portion of said centerline from Station 223+10.0 to Station 224+85.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 206+42.3, a point on the South line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 35°58' West Thirty-three Hundred Thirty-one (3331.0) feet, and running thence North 5°22' West Fifty-two and Six-tenths (52.6) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Ninetythree and Nine-tenths (93.9) feet; thence North 59°11' West Sixty-eight (68.0) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Sixty-two and Four-tenths (62.4) feet; thence North 23°27' West Two Hundred Twenty-seven (227.0) feet; thence along a regular curve to the left with a radius of 600 feet for an arc distance of One Hundred Eightyfour and One-tenth (184.1) feet; thence North 41°02' West Eight Hundred Eighty-one and Three-tenths (881.3) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Eighty-six and Eighttenths (86.8) feet; thence North 8°44' East One Hundred Eighty-seven and Onetenth (187.1) feet to Station 224+85.5, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 41°22' West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, containing 3.41 acres, more or less; also

Parcel No. OVC-14C

A tract of land in the North Half of the Northwest Quarter $(N_{2}^{1}N_{4}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at Station 224+85.5 of the Ogden Valley Canal, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 41°22' West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, and running thence North 81°16' West Forty-five (45.0) feet; thence North 8°44' East Forty-two and Seven-tenths (42.7) feet to the Northwesterly line of the Vendor's property; thence along two courses of the Vendor's property line North 51°55' East Five Hundred Twenty-two and Four-tenths (522.4) feet; thence North 30°23' East Six (6.0) feet; thence South 3°29' East Fifty-four and Two-tenths (54.2) feet; thence South 45°04' West One Hundred Forty

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and Six-tenths (140.6) feet; thence South 28°34' West Ninety-one and Two-tenths (91.2) feet; thence South 12°03' West One Hundred Twenty-five and One-tenth (125.1) feet; thence South 83°30' West One Hundred Sixty-three and Two-tenths (163.2) feet; thence South 46°07' West Twelve and One-tenth (12.1) feet; thence North 81°16' West Forty (40.0) feet to the point of beginning, containing 1.14 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also,

Parcel No. OVC-14B(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the West Half of the Northwest Quarter $(W_2^1NW_4^1)$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northerly side and Twenty (20) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 4.2L from Station 1+45.0 to Station 5+81.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1:45.0, a point on the Westerly right-of-way line of the Ogden Valley Canal from which point the Northwest corner of said Section 5 bears North 35°48' West Sixteen Hundred Sixty-three (1663.0) feet, and running thence North 81°16' West Twenty-six and Seven-tenths (26.7) feet; thence along a regular curve to the left with a radius of 50 feet for an arc distance of Thirty and Nine-tenths (30.9) feet; thence South 63°21' West Three Hundred Seventy-eight and Nine-tenths (378.9) feet to Station 5+81.5, from which point the Northwest corner of said Section 5 bears North 20°38' West Sixteen Hundred Forty-one (1641.0) feet, containing 0.40 of an acre, 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.
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- at Station 223+19.8; (vii) operate and maintain all structures across the Canal; and (viii) maintain surface drains inside the right-of-way.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-14A and OVC-14C in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-14B(P) subject to the easement herein agreed to be conveyed.
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KEITH G. JENSEN and LULA H. JENSEN, his wife <u>ingsios of said progesty unau</u> titles and appliances incided to said recignant or normal free of only defin to relating a recomthe conversel sensination frames selections are electron frame deconfines are offerebride of the further shall at all thank I ave unreal accusate assume to said property to samely for 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:

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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 State of Cutation of to-wit: carobaigs same with the money so is served, but this provision about not be considered to See attached continuation sheets of article 3 for description and articles 38'c.39' 36 946.3 State not, as its option, temore any and all such outstanding liens and event last bens or encumbraneas, ource than those expressly provided berein,

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Parcel No. OVC-14A

A strip of land in the Northeast Quarter of the Southwest Quarter $(\mathbb{R}^{\frac{1}{4}}_{\frac{1}{4}})$ and in the Northwest Quarter $(\mathbb{N}^{\frac{1}{4}}_{\frac{1}{4}})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt lake Base and Meridian, Eighty (80) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly side and Forty (40) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 206+42.3 to Station 223+10.0 measured at right angles or radially thereto; and Eighty-five (85) feet wide and included between two lines everywhere distant Forty (40) feet on the right or Easterly and Southerly sides and Forty-five (45) feet on the left or Westerly and Northerly sides of that portion of said centerline from Station 223+10.0 to Station 224+85.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 206+42.3, a point on the South line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 35°58' West Thirty-three Hundred Thirty-one (3331.0) feet, and running thence North 5°22' West Fifty-two and Six-tenths (52.6) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Ninetythree and Nine-tenths (93.9) feet; thence North 59°11' West Sixty-eight (68.0) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Sixty-two and Four-tenths (62.4) feet; thence North 23°27' West Two Hundred Twenty-seven (227.0) feet; thence along a regular curve to the left with a radius of 600 feet for an arc distance of One Hundred Eightyfour and One-tenth (184.1) feet; thence North 41°02' West Eight Hundred Eighty-one and Three-tenths (881.3) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Eighty-six and Eighttenths (86.8) feet; thence North 8°44' East One Hundred Eighty-seven and Onetenth (187.1) feet to Station 224+85.5, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 41°22' West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, containing 3.41 acres, more or less; also

Parcel No. OVC-14C

A tract of land in the North Half of the Northwest Quarter $(N_{2}^{1}N_{4}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at Station 224+85.5 of the Ogden Valley Canal, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 41°22' West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, and running thence North 81°16' West Forty-five (45.0) feet; thence North 8°44' East Forty-two and Seven-tenths (42.7) feet to the Northwesterly line of the Vendor's property; thence along two courses of the Vendor's property line North 51°55' East Five Hundred Twenty-two and Four-tenths (522.4) feet; thence North 30°23' East Six (6.0) feet; thence South 3°29' East Fifty-four and Two-tenths (54.2) feet; thence South 45°04' West One Hundred Forty

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and Six-tenths (140.6) feet; thence South 28°34' West Ninety-one and Two-tenths (91.2) feet; thence South 12°03' West One Hundred Twenty-five and One-tenth (125.1) feet; thence South 83°30' West One Hundred Sixty-three and Two-tenths (163.2) feet; thence South 46°07' West Twelve and One-tenth (12.1) feet; thence North 81°16' West Forty (40.0) feet to the point of beginning, containing 1.14 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also,

Parcel No. OVC-14B(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A strip of land in the West Half of the Northwest Quarter $(W_2^1NW_4^1)$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (20) feet on the right or Northerly side and Twenty (20) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal Turnout 4.2L from Station 1+45.0 to Station 5+81.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

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- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-14A and OVC-14C in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-14B(P) subject to the easement herein agreed to be conveyed.
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Parcel No. OVC-14A

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Ralph W. Davis' Ogden Valley Canal

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Contract No. 14-06-400-266

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TO THE LAND PURCHASE CONTRACT

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RALPH W. DAVIS and MOSELLE C. DAVIS, his wife,

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hereinafter styled Vendor.

NERDI KOTEKI

- 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 the Section 2, State of Utah Section 2

See attached continuation sheets of article 3 for description and articles 3a, **36.** a**36. and. 36.** nog preise Light im de straget indoes eight eigheil eildt sare straget straget indes sirg

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Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW_{\mu}^{1}SW_{\mu}^{1}$) of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northeasterly side and Thirty-five (35) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 240+67.0 to Station 251+00.0 measured at right angles or radially thereto; and Ninety (90) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northerly side and Forty-five (45) feet on the left or Southerly side of that portion of said centerline from Station 251+00.0 to Station 253+19.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 240.67.0, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 32 bears North 89°28' West Eight Hundred Forty-six (846.0) feet, and running thence North 58°40' West Seventy (70) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Forty-nine and Fourtenths (49.4) feet; thence North 30°20' West Four Hundred Eighty-three and Two-tenths (483.2) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Sixty and Eight-tenths (60.8) feet; thence North 41°57' West Three Hundred Four and Five-tenths (304.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Twenty-five and Two-tenths (125.2) feet; thence South 66°18' West One Hundred Fifty-eight and Nine-tenths (158.9) feet to Station 253+19.0, a point on the Vendor's West property line, from which point the Southwest corner of said Section 32 bears South 0°42' West Seven Hundred Twenty (720.0) feet, containing 2.25 acres, more or less; also

Parcel No. OVC-15B

A strip of land in the Northwest Quarter of the Southeast Quarter $(NW_{\mu}^{1}SE_{\mu}^{1})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 271+92.2 to Station 286+44.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 271+92.2, a point on the South line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, and running thence North 29°07' West Four Hundred Forty and Four-tenths (440.4) feet;

thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seventy-two and Five-tenths (172.5) feet; thence South 52°04' West Forty-two (42.0) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-three and Two-tenths (93.2) feet; thence North 74°30' West Three Hundred Thirty-nine and Seven-tenths (339.7) feet; thence along a regular curve to the left with a radius of 400 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 83°17' West Three Hundred Three (303.0) feet to Station 286+44.3, a point on the Vendor's West property line, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, containing 2.33 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-15C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure, from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

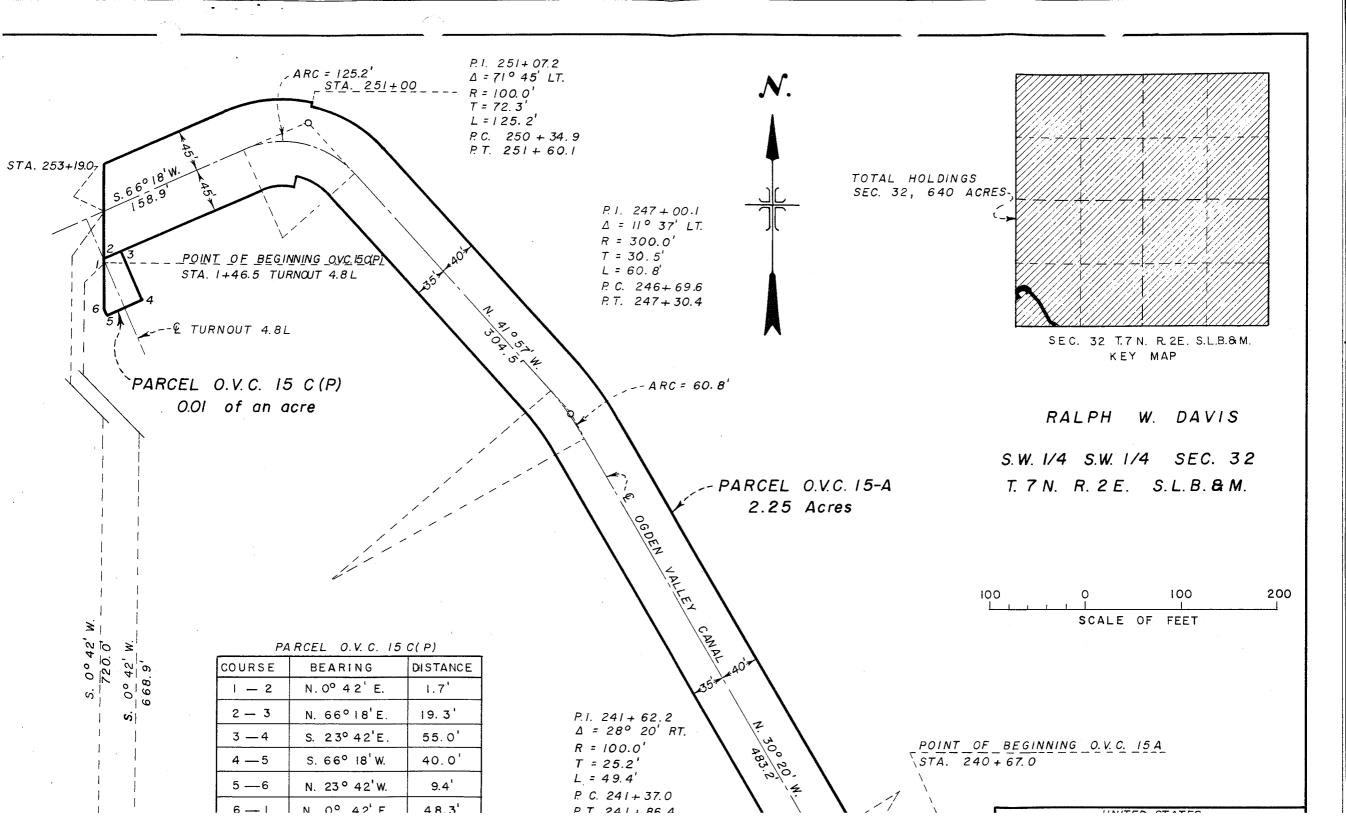
A tract of land in the Southwest Quarter of the Southwest Quarter $(SW_{4}^{1}SW_{4}^{1})$ of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

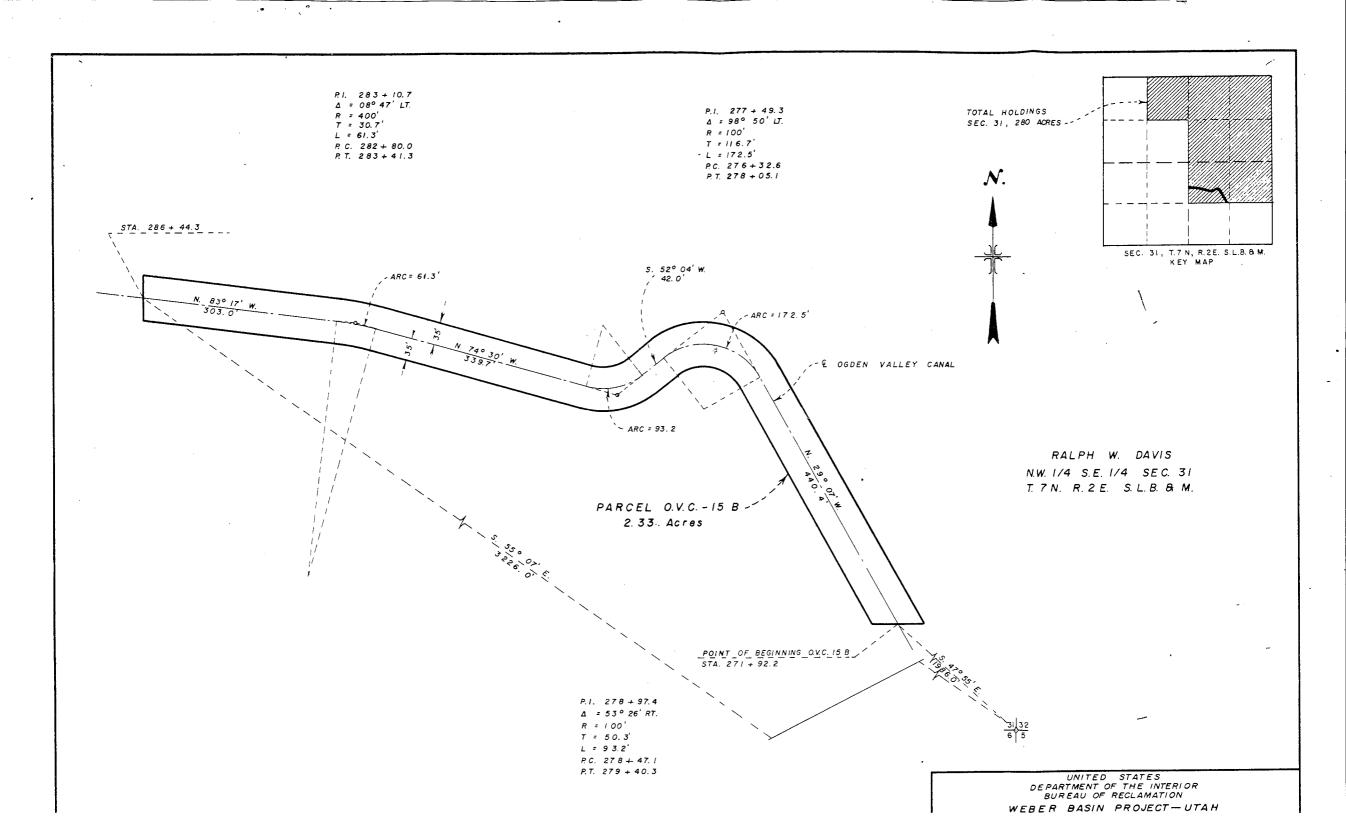
Beginning at a point on the West line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southwest corner of said Section 32 bears South 00°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet and running thence North 0°42' East One and Seven-tenths (1.7) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Nineteen and Three-tenths (19.3) feet, thence South 23°42' East Fifty-five (55.0) feet; thence South 66°18' West Forty (40.0) feet; thence North 23°42' West Nine and Four-tenths (9.4) feet to the Vendor's West property line; thence North 0°42' East along said West property line Forty-eight and Three-tenths (48.3) feet to the point of beginning, containing 0.01 of an acre, 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 United States at its sole cost and expense, will: (i) provide a drainage crossing at Station 242+18 and Station 277+61; (ii) provide a farm road crossing with an approach ramp to be constructed partly on the Vendor's property and to be maintained by the Vendor at Station 249+60; (iii) provide an irrigation ditch crossing at Station 250+60; (iv) operate and maintain all structures across the canal; and (v) maintain surface drains inside the right-of-way

- 3c. 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 and no trees will be planted; (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.
- 3d. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-15A and OVC-15B in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-15C(P) subject to the easement herein agreed to be conveyed.





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Form 7-276 (8-60)⁾

Copy for: R. o. W.

Tracts Nos. OVC-15A, 15B, 15C(P) UNITED STATES

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Ralph W. Davis' Ogden Valley Canal

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Contract No. 14-06-400-266

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TO THE LAND PURCHASE CONTRACT

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NERDI KOTEKI

- 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 the Section 2, State of Utah Section 2

See attached continuation sheets of article 3 for description and articles 3a, **36.** a**36. and. 36.** nog preise Light im de stragt indoes eight our reference mark stragt those sir

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Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW_{\mu}^{1}SW_{\mu}^{1}$) of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northeasterly side and Thirty-five (35) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 240+67.0 to Station 251+00.0 measured at right angles or radially thereto; and Ninety (90) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northerly side and Forty-five (45) feet on the left or Southerly side of that portion of said centerline from Station 251+00.0 to Station 253+19.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

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Parcel No. OVC-15B

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thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seventy-two and Five-tenths (172.5) feet; thence South 52°04' West Forty-two (42.0) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-three and Two-tenths (93.2) feet; thence North 74°30' West Three Hundred Thirty-nine and Seven-tenths (339.7) feet; thence along a regular curve to the left with a radius of 400 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 83°17' West Three Hundred Three (303.0) feet to Station 286+44.3, a point on the Vendor's West property line, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, containing 2.33 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-15C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure, from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

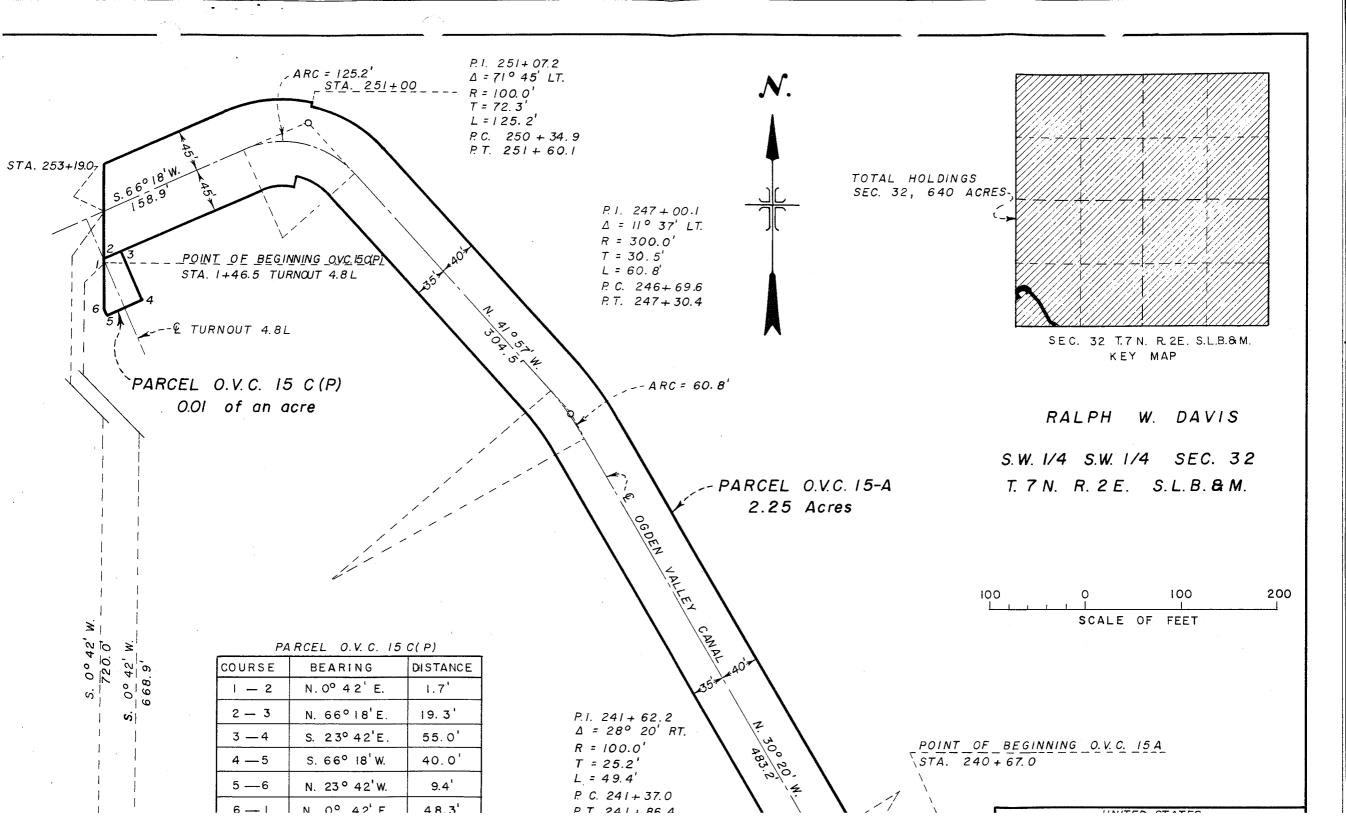
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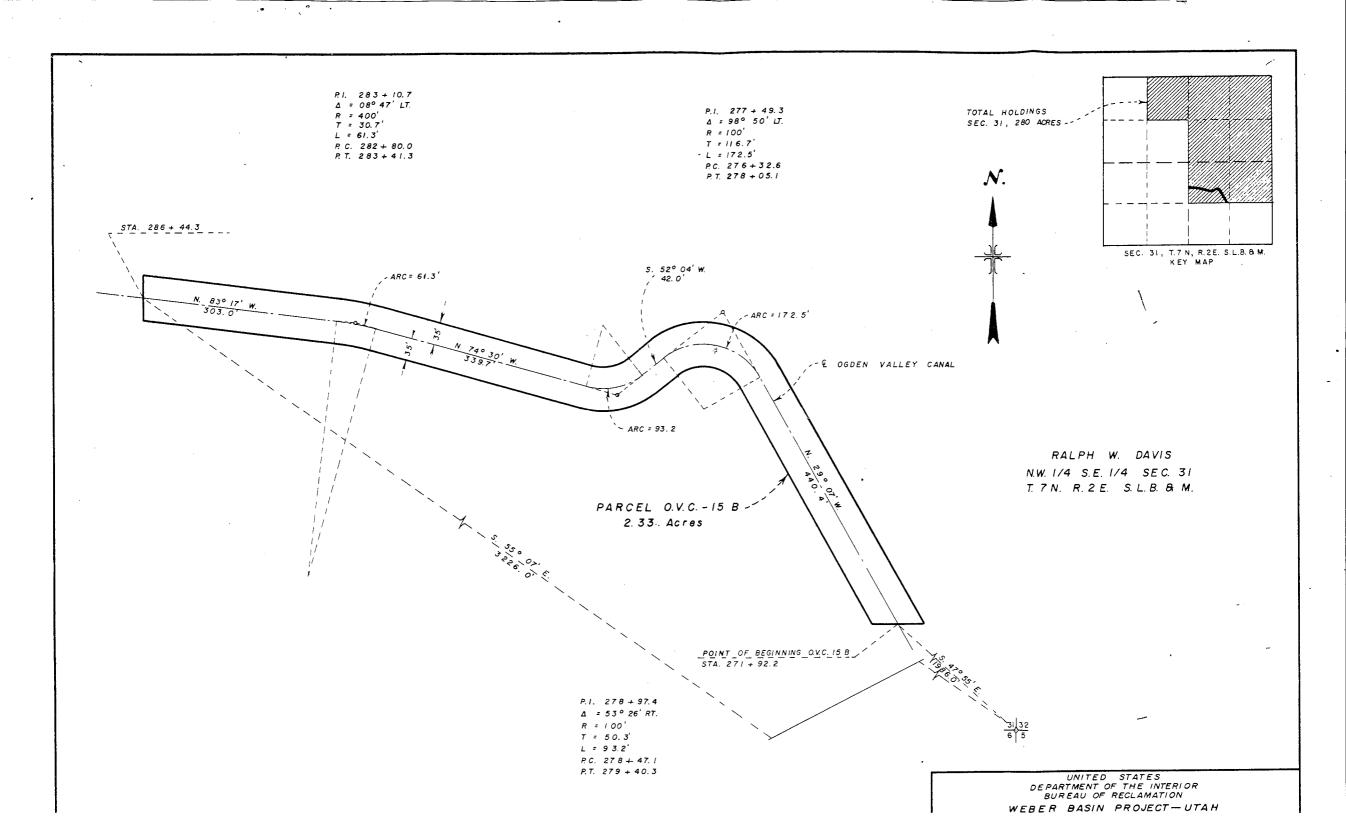
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3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date 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 United States at its sole cost and expense, will: (i) provide a drainage crossing at Station 242+18 and Station 277+61; (ii) provide a farm road crossing with an approach ramp to be constructed partly on the Vendor's property and to be maintained by the Vendor at Station 249+60; (iii) provide an irrigation ditch crossing at Station 250+60; (iv) operate and maintain all structures across the canal; and (v) maintain surface drains inside the right-of-way

- 3c. 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 and no trees will be planted; (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.
- 3d. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-15A and OVC-15B in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-15C(P) subject to the easement herein agreed to be conveyed.





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Form 7-276 (8-60)⁾

Copy for: R. o. W.

Tracts Nos. OVC-15A, 15B, 15C(P) UNITED STATES

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Ralph W. Davis' Ogden Valley Canal

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Contract No. 14-06-400-266

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TO THE LAND PURCHASE CONTRACT

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See attached continuation sheets of article 3 for description and articles 3a, **36.** a**36. and. 36.** nog preise Light im de stragt indoes eight our reference mark stragt those sir

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Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW_{\mu}^{1}SW_{\mu}^{1}$) of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Northeasterly side and Thirty-five (35) feet on the left or Southwesterly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 240+67.0 to Station 251+00.0 measured at right angles or radially thereto; and Ninety (90) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45) feet on the right or Northerly side and Forty-five (45) feet on the left or Southerly side of that portion of said centerline from Station 251+00.0 to Station 253+19.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 240.67.0, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 32 bears North 89°28' West Eight Hundred Forty-six (846.0) feet, and running thence North 58°40' West Seventy (70) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Forty-nine and Fourtenths (49.4) feet; thence North 30°20' West Four Hundred Eighty-three and Two-tenths (483.2) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Sixty and Eight-tenths (60.8) feet; thence North 41°57' West Three Hundred Four and Five-tenths (304.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Twenty-five and Two-tenths (125.2) feet; thence South 66°18' West One Hundred Fifty-eight and Nine-tenths (158.9) feet to Station 253+19.0, a point on the Vendor's West property line, from which point the Southwest corner of said Section 32 bears South 0°42' West Seven Hundred Twenty (720.0) feet, containing 2.25 acres, more or less; also

Parcel No. OVC-15B

A strip of land in the Northwest Quarter of the Southeast Quarter $(NW_{\mu}^{1}SE_{\mu}^{1})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 271+92.2 to Station 286+44.3 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 271+92.2, a point on the South line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, and running thence North 29°07' West Four Hundred Forty and Four-tenths (440.4) feet;

thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seventy-two and Five-tenths (172.5) feet; thence South 52°04' West Forty-two (42.0) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Ninety-three and Two-tenths (93.2) feet; thence North 74°30' West Three Hundred Thirty-nine and Seven-tenths (339.7) feet; thence along a regular curve to the left with a radius of 400 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 83°17' West Three Hundred Three (303.0) feet to Station 286+44.3, a point on the Vendor's West property line, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, containing 2.33 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

Parcel No. OVC-15C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure, from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

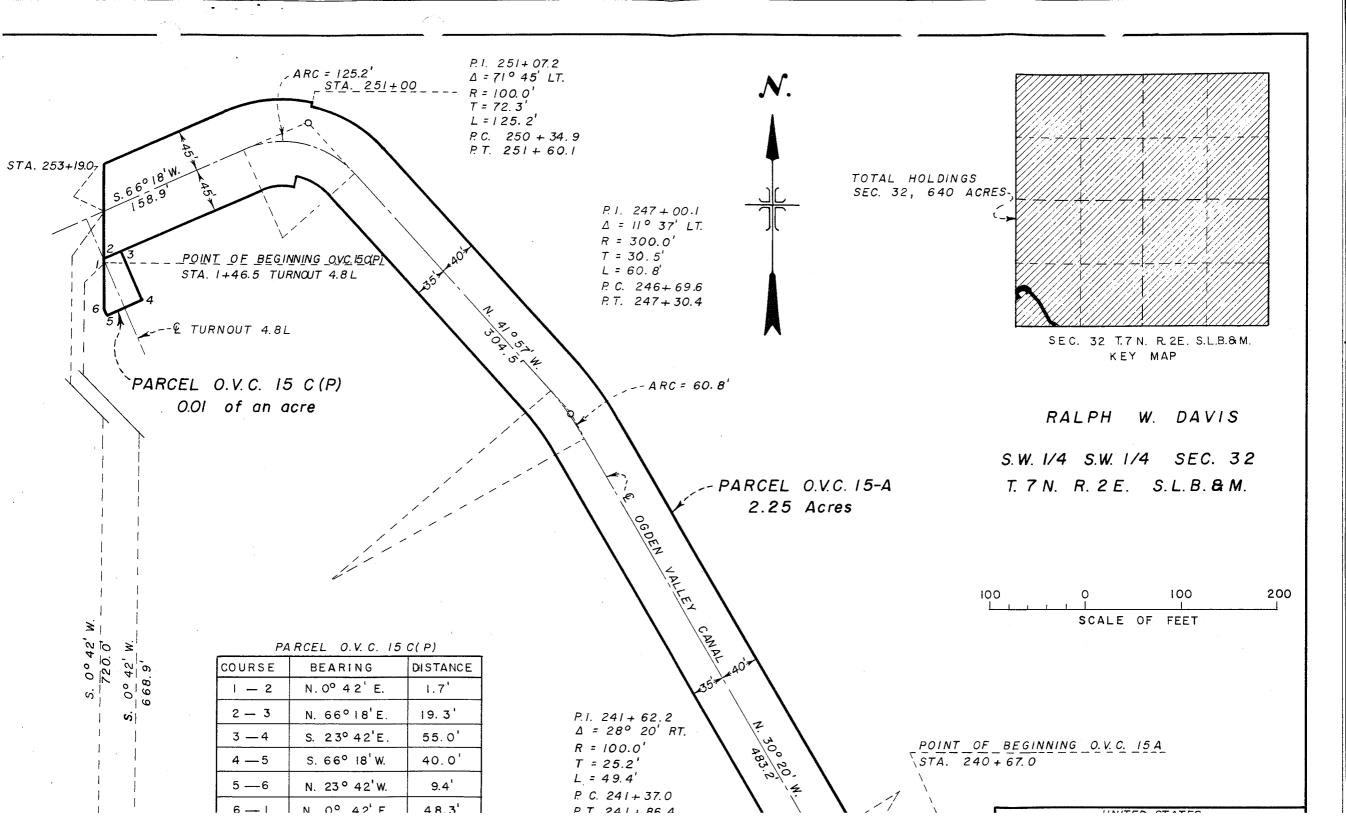
A tract of land in the Southwest Quarter of the Southwest Quarter $(SW_{4}^{1}SW_{4}^{1})$ of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

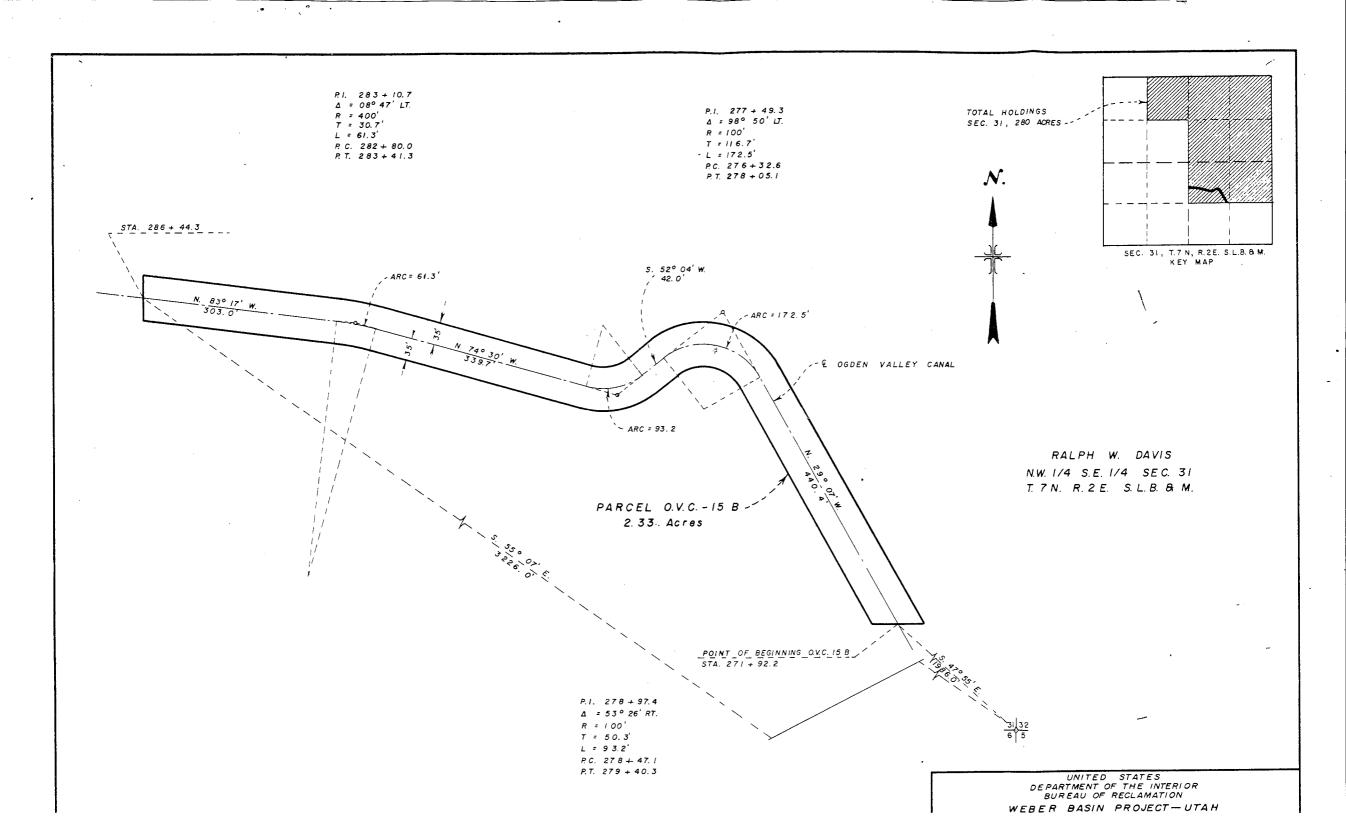
Beginning at a point on the West line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southwest corner of said Section 32 bears South 00°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet and running thence North 0°42' East One and Seven-tenths (1.7) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Nineteen and Three-tenths (19.3) feet, thence South 23°42' East Fifty-five (55.0) feet; thence South 66°18' West Forty (40.0) feet; thence North 23°42' West Nine and Four-tenths (9.4) feet to the Vendor's West property line; thence North 0°42' East along said West property line Forty-eight and Three-tenths (48.3) feet to the point of beginning, containing 0.01 of an acre, 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 United States at its sole cost and expense, will: (i) provide a drainage crossing at Station 242+18 and Station 277+61; (ii) provide a farm road crossing with an approach ramp to be constructed partly on the Vendor's property and to be maintained by the Vendor at Station 249+60; (iii) provide an irrigation ditch crossing at Station 250+60; (iv) operate and maintain all structures across the canal; and (v) maintain surface drains inside the right-of-way

- 3c. 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 and no trees will be planted; (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.
- 3d. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-15A and OVC-15B in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-15C(P) subject to the easement herein agreed to be conveyed.





ACKNOWLEDGMENT OF VENDOR

State of	OTAH)				
County of	UTAH		}ss.				
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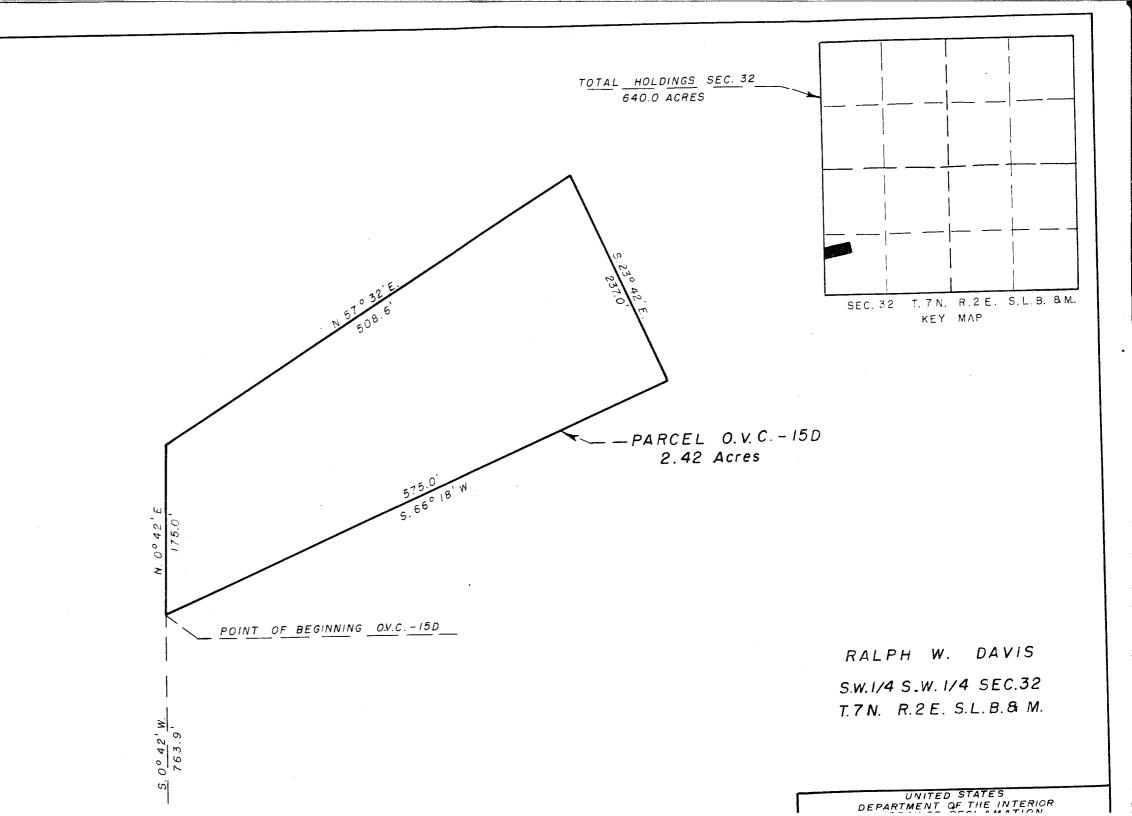
RIGHT-OF-WAY DESCRIPTION OGDEN VALLEY CANAL WEBER BASIN PROJECT

Parcel No. OVC-15D Vendor Ralph W. Davis Written by: M. C. Christensen

Checked by: C. H. Jackson

A tract of land in the Southwest Quarter of the Southwest Quarter $(SW_{\mu}^{\perp}SW_{\mu}^{\perp})$ of Section Thirty-two (32), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the West line of the Vendor's property, also being a point on the Northerly line of the Ogden Valley Canal right-of-way, from which point the Southwest corner of said Section 32 bears South 0°42' West Seven Hundred Sixty-three and Nine-tenths (763.9) feet, and running thence North 0°42' East along said West property line One Hundred Seventy-five (175.0) feet; thence North 57°32' East Five Hundred Eight and Six-tenths (508.6) feet; thence South 23°42' East Two Hundred Thirty-seven (237.0) feet; thence South 66°18' West Five Hundred Seventy-five (575.0) feet to the point of beginning, containing 2.42 acres, more or less.



RIGHT-OF-WAY DESCRIPTION OGDEN VALLEY CANAL WEBER BASIN PROJECT

Parcel No. OVC-15E

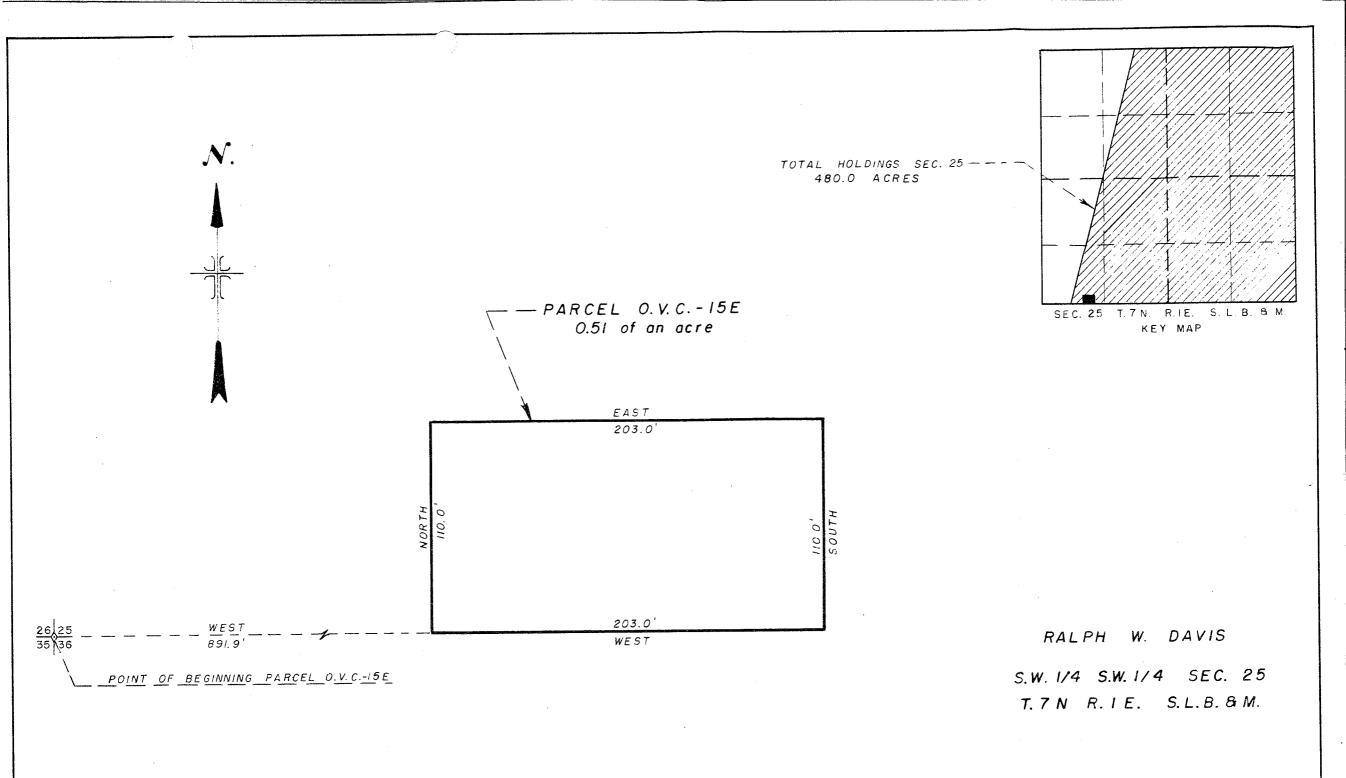
Written by: C. H. ackson

Vendor Ralph W. Davis

Checked by: M. C. Christensen

A tract of land in the Southwest Quarter of the Southwest Quarter $(SW_{\frac{1}{4}}SW_{\frac{1}{4}})$ of Section Twenty-five (25), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the South line of the Vendor's property and of said Section 25, from which point the Southwest corner of said Section 25 bears West Eight Hundred Ninety-one and Nine-tenths (891.9) feet, and running thence North One Hundred Ten (110.0) feet; thence East Two Hundred Three (203.0) feet; thence South One Hundred Ten (110.0) feet to said South line of the Vendor's property; thence West Two Hundred Three (203.0) feet to the point of beginning, containing 0.51 of an acre, more or less.



UNITED STATES

Form 7-276 TR Senemal portion Existion and the constraint of the conducting the property of the conducting and the conduction of the C(P), D(P), E(P), DEPARTMENT OF THE INTERIOR Matt S. Browning: - q and the BUREAU OF RECLAMATION the same business of comme 22 con fictuaris pi, conference no con contract le la contract No. 14-06-400-2992 such connected is such after Weber Besin Project is a given a name of my place of an arrangement of his constant of the second o Est ten farech filis naturell and the fallen care in the same of a man and a second annual of enso this contrary upon sir age than the a bounder of the feelings, evenerage, or contra-gent fee, breach of this manager about the top the figure about the right in many the con-action for the reach of this manager about the top the figure as the right in many the con-THE ACTUAL AND PURCHASE CONTRACTORS OF PAGE 10. 10ge et proceedings gegil be it e name sommer somte pret per parapas i an de die granded. OF THIS CONTRACT, made this wallsthe por day of the May reduced the seging of 3,3 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 nterior, and MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife ાં લાકે જારા તાલુક માં આવે આ માના જો માટે કરવા કરવા એક છત generation on the peoplet of the Thirdon Tea Minn in and area a political in the Capenty toker. and the properties of the second contraction of modern and the properties of the contract of t and confined recibilization world, the plane sind discriming infinitesion and sin cheerer has and the United States at all at all times have a randificed exerce to said projectly to servey for 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: THE COURSE OF 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 Weber State of Utah , to-wit: chapana sand was the money at the year, but he provided by the second of the constant of See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13. event that lieus or encambrenoos, chor that those caprestily provided beint and the deed exercised by actiols I shall be harde by the circle references. expense andess ofbetwise previaed is this ends in The expense of versiblis, this source of stant's or semilliates or fills or libb many ser will be provided by the Order Subto en or property still but any is the referens, their or where year is expressly recorded to our fities oart. Die farde voer moer jaarpe joorge verwê jirin zie nadige ties ond jitstool jizon vergij ee begi NEWELL THE TO BE THE THE TOTAL IN FIRST THE A STREET HILL SO IN LETTER AND SO THE STREET OF A STREET WAS पुत्र इतिहास १७०१ साथ १ एक १ एक १ हुए १ तुक्य । स्थान्यक स्थान १० एक १ एक १ तुक्त अपूर्व के पुत्र अपूर्व । इ PD9898 E,Z90130 ాల్లో కార్మంలో కార్యాత్రియున్నాని కార్యాల్లోని కార్యాల్లో అంది. అయిని అయిని అయిని అయినికి మండుకున్నారు. మండుకున్నారు paid to the Pauler as tall publics, prive increase of the fill of the Classic configuration of and their finites unpreceding the croper efficiens to the Joseph code; if so documente be er earliest and definity of the age in grants in while it, the light of the law taxet forcests. an the time takens blad preparations baid proventy on the mans cover entressed and an

A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

Parcel No. OVC-16A (P)

A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION JERTHIED CORRECT

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

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County of	YELLOWSTONE	}ss.				
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Form 7-276 TR Senemal portion Existion and the constraint of the conducting the property of the conducting and the conduction of the C(P), D(P), E(P), DEPARTMENT OF THE INTERIOR Matt S. Browning: - q and the BUREAU OF RECLAMATION the same business of comme 22 con fictuaris pi, conference no con contract le la contract No. 14-06-400-2992 such connected is such after Weber Besin Project is a given a name of my place of an arrangement of his constant of the second o Est ten farech filis naturell and the fallen care in the same of a man and a second annual of enso this contrary upon sir age than the a bounder of the feelings, evenerage, or contra-gent fee, breach of this manager about the top the figure about the right in many the con-action for the reach of this manager about the top the figure as the right in many the con-THE ACTUAL AND PURCHASE CONTRACTORS OF PAGE 10. 10ge et proceedings gegil be it e name sommer somte pret per parapas i an de die granded. OF THIS CONTRACT, made this wallsthe por day of the May reduced the seging of 3,3 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 nterior, and MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife ાં લાકે જારા તાલુક માં આવે આ માના જો માટે કરવા કરવા એક છત generation on the peoplet of the Thirdon Tea Minn in and area a political in the Capenty toker. and the properties of the second contraction of modern and the properties of the contract of t and confined recibilization world, the plane sind discriming infinitesion and sin cheerer has and the United States at all at all times have a randificed exerce to said projectly to servey for 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: THE COURSE OF 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 Weber State of Utah , to-wit: chapana sand was the money at the year, but he provided by the second of the constant of See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13. event that lieus or encambrenoos, chor that those caprestily provided beint and the deed exercised by actiols I shall be harde by the circle references. expense andess ofbetwise previaed is this ends in The expense of versiblis, this source of stant's or semilliates or fills or libb many ser will be provided by the Order Subto en or property still but any is the referens, their or where year is expressly recorded to our fities oart. Die farde voer moer jaarpe joorge verwê jirin zie nadige ties ond jitstool jizon vergij ee begi NEWELL THE TO BE THE THE TOTAL IN FIRST THE A STREET HILL SO IN LETTER AND SO THE STREET OF A STREET WAS पुत्र इतिहास १७०१ साथ १ एक १ एक १ हुए १ तुक्य । स्थान्यक स्थान १० एक १ एक १ तुक्त अपूर्व के पुत्र अपूर्व । इ PD9898 E,Z90130 ాల్లో కార్మంలో కార్యాత్రియున్నాని కార్యాల్లోని కార్యాల్లో అంది. అయిని అయిని అయిని అయినికి మండుకున్నారు. మండుకున్నారు paid to the Pauler as tall publics, prive increase of the fill of the Classic configuration of and their finites unpreceding the croper efficiens to the Joseph code; if so documente be er earliest and definity of the age in grants in while it, the light of the law taxet forcests. an the time takens blad preparations baid proventy on the mans cover entressed and an

A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

Parcel No. OVC-16A (P)

A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

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Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

State of	MONTAWA	gg				
County of	YELLOWSTONE	}ss.				
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A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

Parcel No. OVC-16A (P)

A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

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Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

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A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

Parcel No. OVC-16A (P)

A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

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Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

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A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

Parcel No. OVC-16A (P)

A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION JERTHIED CORRECT

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

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A perpetual easement to construct, reconstruct, operate and maintain the Ogden Valley Canal and all of its appurtenant parts, related structures, and facilities including an operation and maintenance road on, over or across the following described parcels of land:

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A strip of land in the South Half of the Southeast Quarter $(S_2^1SE_4^1)$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Forty-five (45.0) feet on the right or Northerly side and Forty-five (45.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 253+19.0 to Station 255+00 measured at right angles or radially thereto and One Hundred (100.0) feet wide and included between two lines extended to the property line and everywhere distant Sixty-five (65.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 255+00 to Station 258+50 measured at right angles or radially thereto and Ninety (90.0) feet wide and included between two lines extended to the property line and everywhere distant Fifty-five (55.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 258+50 to Station 260+ 50 measured at right angles or radially thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of said centerline from Station 260+50 to Station 271+92.2 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 253+19.0, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 0° 42' West Seven Hundred Twenty (720.0) feet, and running thence South 66°18' West Fifty-nine and Five-tenths (59.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Six-tenths (84.6) feet; thence North 89°27' West Fifty-eight and One-tenth (58.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Eighty and Seven-tenths (80.7) feet; thence South 75°08' West Two Hundred Eighty-six and Nine-tenths (286.9) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of Seventy-six and Four-tenths (76.4) feet; thence South 86°05' West Ninety and Six-tenths (90.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of One Hundred Ten and Three-tenths (110.3) feet to Station 261+66.1 back equals Station 261+67.7 ahead; thence North 72°51' West One Hundred Forty-three and One-tenth (143.1) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twentyfive and One-tenth (125.1) feet; thence North 37°02' West Four Hundred Thirty-two and Eight-tenths (432.8) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence North 29°07' West Two Hundred Fifty-five (255.0) feet to Station 271+92.2, a point on the North line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 47°55' East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION JERTHIED CORRECT

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter (N2SW1) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter (NETSEL) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 286+44.3 to Station 307+50.0 measured at right angles or radially thereto; and Fortyseven (47.0) feet wide and included between two lines everywhere distant Twenty-two (22.0) feet on the right or Northerly side and Twenty-five (25.0) feet on the left or Southerly side of that portion of said centerline from Station 307+50.0 to Station 308+50.0 measured at right angles thereto; and Seventy (70.0) feet wide and included between two lines extended to the property line and everywhere distant Thirty-five (35.0) feet on the right or Northerly and Westerly sides and Thirty-five (35.0) feet on the left or Southerly and Easterly sides of that portion of said centerline from Station 308+50.0 to Station 321+23.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 286+44.3, a point on the East line of the Vendor's property, from which point the Southeast corner of said Section 31 bears South 55°07' East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North 83°17' West One Hundred Ninety-four and One-tenth (194.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty-eight and Eight-tenths (68.8) feet; thence North 70°09' West Eight Hundred Ninety-four and One-tenth (894.1) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Seventy and Eight-tenths (70.8) feet; thence North 83°40' West Four Hundred Ninety-four and Seven-tenths (494.7) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Seventy-three and One-tenth (73.1) feet; thence North 69°42' West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South 42°05' West Two Hundred Thirty-three (233.0) feet; thence along a regular curve to the right with a radius of 30 feet for an arc distance of Forty-one and Eighttenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North 58°04' West Two Hundred Forty-four and Four-tenths (244.4) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 41°56' West Eighty and Three-tenths (80.3) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North 74°56' West Thirty-four and Two-tenths (34.2) feet to Station 321+23.8, a point on the Vendor's North property line, from which point the East Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, containing 5.53 acres, more or less; ALSO,

Parcel No. OVC-16E (P)

A strip of land in the Northeast Quarter (NE_4^1) of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70.0) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Northerly side and Thirty-five (35.0) feet on the left or Southerly side of that portion of the following described centerline of what is known as Ogden Valley Canal from Station 325+00.2 to Station 345+76.8 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 325+00.2, a point on the East line of the Vendor's property, from which point the East Quarter corner of said Section 36 bears South 79°30' East Hight Hundred Sixty-three (863.0) feet, and running thence North 55°22' West One Hundred Thirty-seven (137.0) feet; thence North 60°26' West Five Hundred Fifty-two and Two-tenths (552.2) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 43°30' West Fifty-five (55.0) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Eighty-eight and Six-tenths (88.6) feet; thence North 68°53' West Three Hundred Seventytwo (372.0) feet; thence along a regular curve to the right with a radius of 400 feet for an arc distance of One Hundred Twenty-five and Seven-tenths (125.7) feet; thence North 50°53' West One Hundred One and Nine-tenths (101.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Sixty-eight and Five-tenths (68.5) feet; thence South 89°51' West Twenty-one and Two-tenths (21.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Ten and Five-tenths (110.5) feet; thence North 58°30' West Three Hundred Fifty-five and Four-tenths (355.4) feet to Station 345+76.8, a point on the Quarter Section line from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, containing 3.33 acres, more or less; ALSO,

Parcel No. OVC-16F (P)

A tract of land in the Southwest Quarter of the Northeast Quarter $(SW_{ij}^{\frac{1}{2}}NE_{ij}^{\frac{1}{2}})$ and in the Southeast Quarter of the Northwest Quarter $(SE_{4}^{1}NW_{4}^{1})$ of Section

Parcel No. OVC-16F (P) Continued

Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station 345+55.4, from which point the East Quarter corner of said Section 36 bears South 67°17' East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South 31°30' West Fifty-five (55.0) feet; thence South 11°33' East Thirty-two (32.0) feet; thence North 87° 00' East One Hundred Three and Three-tenths (103.3) feet; thence North 31°30' East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North 58°30' West along said Southerly right-of-way line One Hundred Seven (107.0) feet to the point of beginning, containing 0.13 of an acre, more or less;

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch on, over or across the following described property:

Parcel No. OVC-16C (P)

A tract of land in the Southeast Quarter of the Southeast Quarter $(SE_{ij}^{L}SE_{ij}^{L})$ of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Turnout 4.8L at Station 1+46.5, from which point the Southeast corner of said Section 31 bears South 0°42' West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South 0°42' West Forty-eight and Three-tenths (48.3) feet; thence North 23°42' West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North 66°18' East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South 0°42' West along said East line One and Seven-tenths (1.7) feet to the point of beginning, containing 0.01 of an acre, more or less; ALSO,

Parcel No. OVC-16D (P)

A tract of land in the Southeast Quarter of the Northeast Quarter $(SE_{4}^{1}NE_{4}^{1})$ of Section Thirty-six (36), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the Southerly right-of-way line of the Ogden Valley Canal opposite Station

Parcel No. OVC-16D (P) Continued

326+80.0, from which point the East Quarter corner of said Section 36 bears South 77°23' East Ten Hundred Thirty-nine (1039.0) feet, and running thence South 29°34' West Twenty-five (25.0) feet; thence North 60°26' West Forty (40.0) feet; thence North 29°34' East Twenty-five (25.0) feet to the Southerly right-of-way line of said Canal; thence South 60°26' East along said Southerly right-of-way line Forty (40.0) feet to the point of beginning, containing 0.02 of an acre, 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 United States at its sole cost and expense, will: (i) provide irrigation turnouts at Stations 253+40, 303+96+ and 327+00; (ii) provide irrigation crossings at Stations 303+96+ and 326+83.2; (iii) provide drainage crossings at Stations 295+22, 301+23, 319+81, 335+16.3, 337+18, 340+17, 347+76, 350+33.5, 351+40, 355+53, 364+38 and 366+71; (iv) provide farm road crossings with approach ramps having a usable width of 16 feet and constructed at reasonable grades with standard roadway compaction on fills at Stations 343+69 and 348+86, the right to the use of which will be appurtenant to the lands served thereby, some of which will be constructed on other property of the Vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the Vendor; (v) provide eight-inch underdrain outlets at Stations 301+30, 313+15, and 332+15; (vi) provide crossing for two-inch water pipe, exposed at Station 307+77.8; (vii) provide a check at approximate Station 327+15; (viii) provide wasteway into Geertson Creek at Station 344+85 and at no other place on the property of the Vendor; (ix) operate and maintain all structures across the Canal; and (x) maintain surface drains inside the right-of-way.
- 3c. The Vendor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (i) no building or structures of a permanent nature will be constructed and no trees will be planted; (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 areas will be subject to the approval of the United States, its agents or assigns. The United States will grant authorization for all reasonable requests to cross said canal; EXCEPT that the crossings must be approved by the United States and meet its requirements so as to cause no danger to the canal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

(Continuation sheet of Land Purchase Contract)

- 12. It is specifically provided that no rights of access to or from said lands subject to said easements are or shall be granted pursuant to this contract over and across any other lands of the vendor and the rights of the United States in the premises are specifically limited to those expressly granted or agreed to be granted. No right-of-way or right of access over other lands of the vendor is implied or intended to be implied by the provisions of Article 8 hereof. The United States shall, however, have access of all property of the vendor that is reasonably necessary to accomplish the purposes enumerated in Article 3b (iv) relating to the construction of ramps.
- 13. The United States and its assigns at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance roads enter and leave vendor's property, which gates and accessories shall be reasonably designed and constructed so as to exclude unauthorized persons, animals, and vehicles from entering upon property subject to the granted easements. The United States, its agents, servants, and representatives shall unlock and open said gates only when the same are in actual use for passage by its or their authorized representative or representatives acting in the course of official duty in connection thereof.

ACKNOWLEDGMENT OF VENDOR

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County of	YELLOWSTONE	}ss.				
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RIGHT-OF-WAY DESCRIPTION OGDEN VALLEY CANAL WEBER BASIN PROJECT

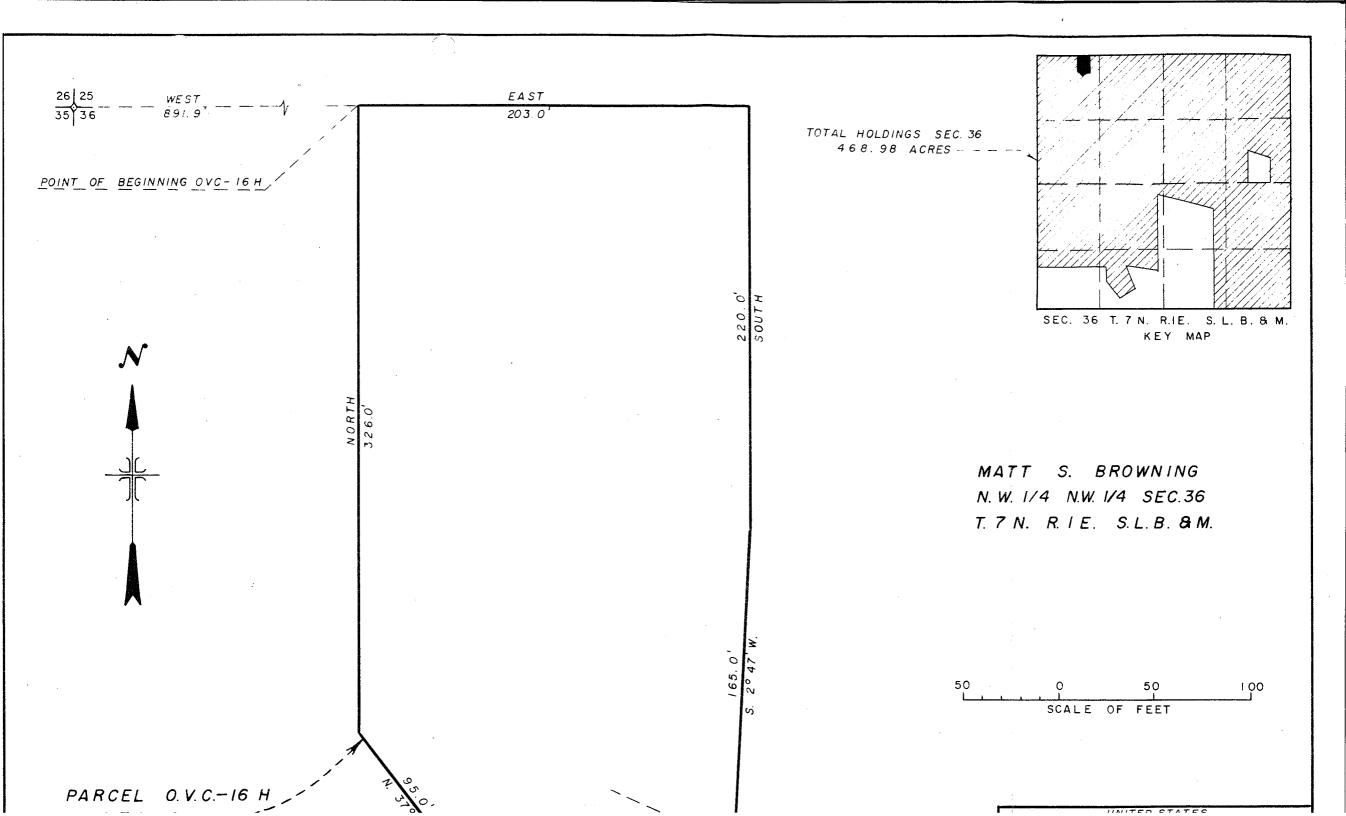
Parcel No. OVC-16G (Reserved ROW)
Vendor Matt S. Browning

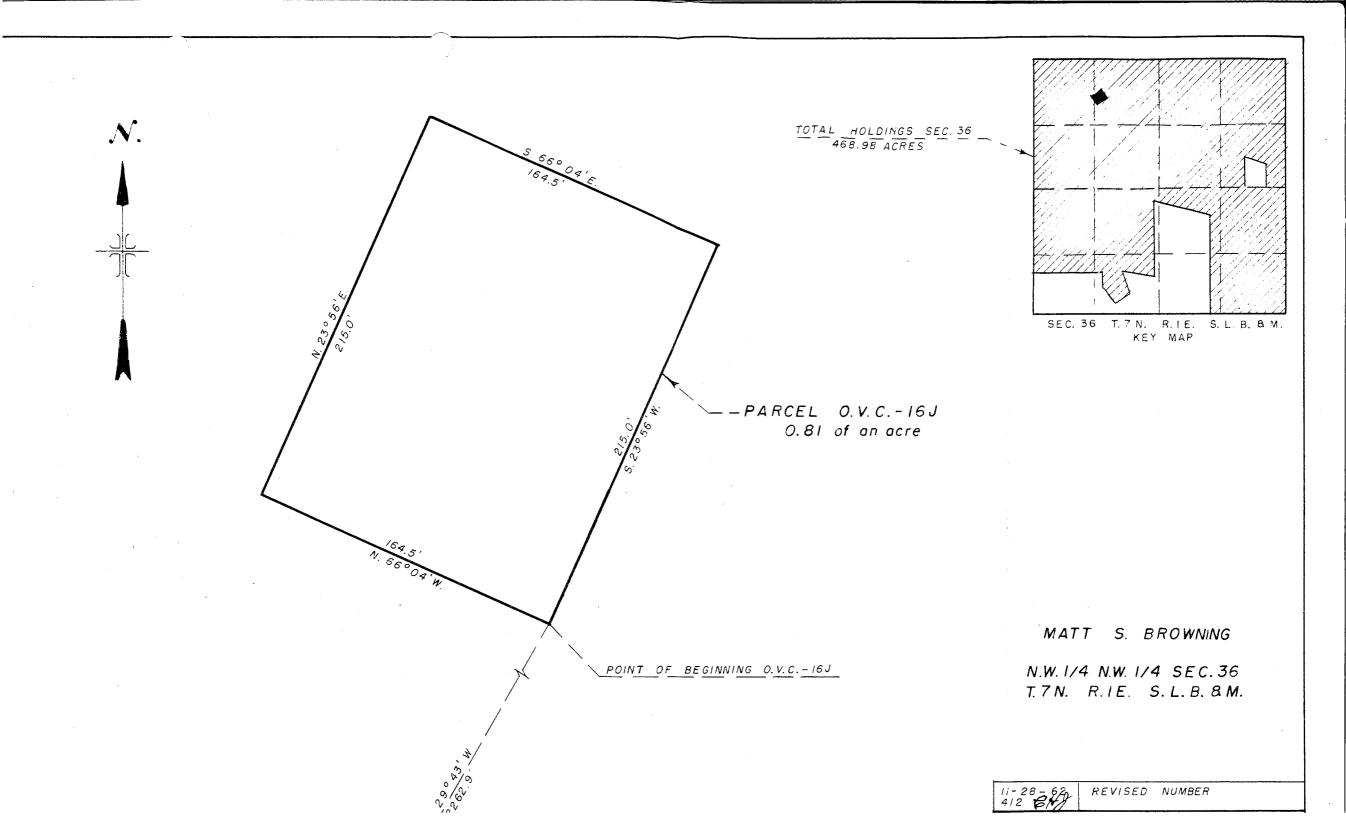
Written by: M. C. Christensen Checked by: C. H. Jackson

A strip of land in the Northwest Quarter $(NW_{\frac{1}{4}})$ of Section Thirty-six (36) Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 345+76.8 to Station 378+45.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 345+76.8, a point on the East line of the said NW1, from which point the West Quarter corner of said Section 36 bears South 66°31' West Twenty-eight Hundred Eighty-six and Nine-tenths (2886.9) feet, and running thence North 58°30' West One Hundred Seventy-two and Five-tenths (172.5) feet; thence along a regular curve to the left with a radius of 400 feet for an arc distance of Sixty-one and Nine tenths (61.9) feet; thence North 67°19' West Four Hundred Seventy and Nine-tenths (470.9) feet; thence along a regular curve to the left with a radius of 300 feet for an arc distance of Ninety-one (91.0) feet; thence North 84°41' West Two Hundred Sixty-three and Two-tenths (263.2) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Eighty-two and Seven-tenths (82.7) feet; thence North 37°19' West Two Hundred Eighteen and Six-tenths (218.6) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-two the radius of 300 feet for an arc distance of Eighty-two the radius of 300 feet for an arc distance of Eighty-two the radius of 300 feet for an arc distance of Eighty-three and Two-tenths (83.2) feet;

thence North 21°25' West Three Hundred Eighty-four and Four-tenths (384.4) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Seventy-seven and Nine-tenths (77.9) feet; thence North 66°04' West One Hundred Sixty-four and Five-tenths (164.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seven and Three-tenths (107.3) feet; thence South 52°27' West Two Hundred Seventy-two and Nine-tenths (272.9) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Eighty-five and Nine-tenths (85.9) feet; thence South 68°52' West Six Hundred Seventy and Seven-tenths (670.7) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Sixty and Six-tenths (60.6) feet to Station 378+45.0, a point on the Vendor's West property line, also being the Section line, from which point the Northwest corner of said Section 36 bears North 0°02' West Eight Hundred Thirty (830.0) feet, containing 5.25 acres, more or less.





- 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 dollars (\$) by United States Treasury warrant or fiscal
- 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. In the event that liens or encumbrances, other than those expressly provided herein, do exist 13c Universitates may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price serein 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 assumptiant extra straighter the Contract by the United States. State of the contract, nor as an assumption of any lien or encumbrance is against this contract, nor as an assumption of the contract of any lien or encumbrance as against this contract, nor as an assumption of the contract of the contra
- 3.7. Then a suggest that the continuous continuous and be binding on the neuron tors, and the continuous conti
- pereingite, styled Action, 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 DOKOLHEV B. BLOMNING and W. V. BLOMNING, per property into the property of the property

earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon Interior, and

Or THIS COUTE YELD made thise a warm to be readed for the interest acquired in said 18.83s in said proceedings shall be the same amount as the purchase price herein provided.

10. The Vendor warrants that the Yerdor 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 deducation the contract price or consideration the amount of such commission, percentage, brokerage, or chaptegent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales seconcise mode things hope 100 30 88 fide established commercial or selling agencies maintained by the Vendor for the purpose of securing pusiness with other BOSEW the OLINECE WAYLION

DELAKIMENT OF THE INTERIOR
To any share of part of this contract NILED any Later that may arise therefrom, but this restriction hash not be construed to extend to this contract if made with a corporation or com-

Form 4-540 par its general benefit.

officer's check.

Parcel No. OVG-17

A perpetual concent to construct, reconstruct, operate, and maintain the Opien Valley Canal and all of its appartenant parts, related structures, and facilities, including an operations and maintaneous read on, over or serves the following described pareel of land:

A strip of land in the Southeast Quarter of the Hortheast Quarter (SEJEC) of Section Thirty-six (36), Sounship Seven (7) North, Range Cas (1) Aust, Sult lake Rase and Meridies, Seventy (70.0) Sect wide and included between 120 lines extended to the property lines and everywhere distant Thirty-five (35.0) feet on the right or Martherly side and Thirty-five (35.0) feet on the right or Martherly side and Thirty-five (35.0) feet on the sight of that portion of the following described center-line of what is known as the Ogden Telley Committee Station 321-23.3 to Station 327-30.5 measured at right angles or radially thereto; said center-line is more particularly described as follows:

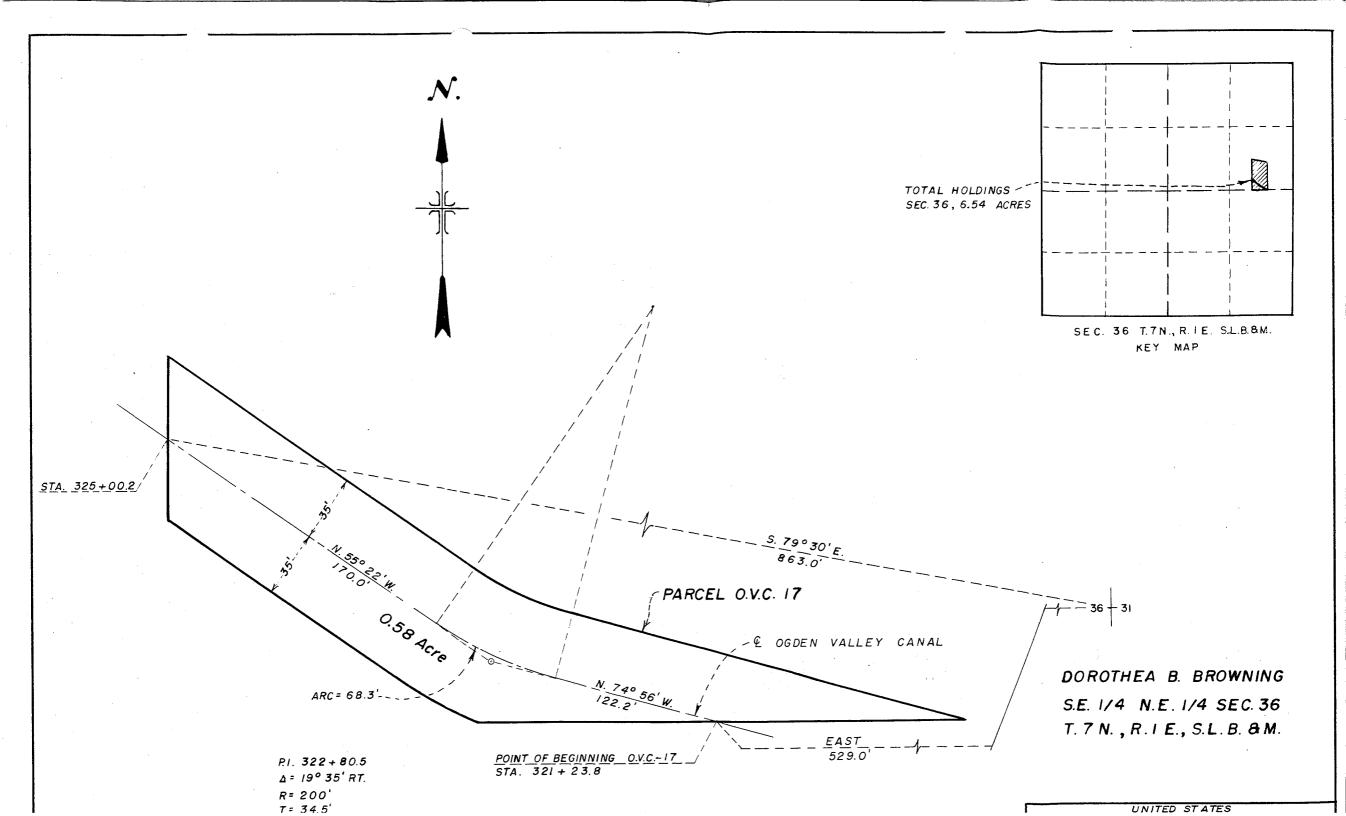
Depinding at Station 32.423.8, a point on the South Line of the Tendor's property, from which points the Bast (marries conner of said Section 35 bears Bast 71ve Bastred Tensor-alone (529.0) feet, and remains themse Sorth 71°55' West One Bastred Tensor-two and Ten-tenths (122.2) feet; themse alone a regular curve to the right with a radius of Ten Bastred (200.0) feet for an are distance of Sixty-alght and Ibres-tenths (63.3) feet to Station 32-14.3 bear equals finite 33:30.2 absent themse Borts 57°22' West One Santred Soverny (170.0) feet to Station 32-00.2, a point on the Venior's vest property like, from Sixty point the Bast Canter curses of said Soverny to South 17°35' Best Bight Bastred Sixty-three (863.0) feet, containing 0.50 of an anneal mark and land.

- 30. It is understood and agreed that the rights to be conveyed to the bailted States as Associated in Article 3 because shell be free from lies or encountremone example: (1) said or mineral rights reserved to or emistable lay in third parties as of the date of this emissain, (11) rights-of-way for reads, relirends, telephone lines, translational lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.
- 30. The United States at its cale out and expense, will: (!) provide a farm read crossing, besize a usable width of 16 fort, and constructed at resourche grades with standard readway compaction on fills at Station 32-62, the rights to the use of which will be appartenent to the lands served thereby, (ii) provide an irrigation crossing at Station 24-79, (iii) operate and maintain all structures across the small, and (iv) maintain anniace drains inside the right-of-way.
- 30. The Verdor, for himself, his successors and ensigns, agrees that within the perpetual ensemble erose described herein: (1) no buildings or structures of a permanent nature will be constructed and no trees will be planted, (ii) removal of materials from or planting of materials upon the area shall be subject to the approval of the United States. Its areats, or

Parcel No. Of C-17 Continued

casigns, and (iii) future comments to think parties on, over and across the areas will be subject to the approval of the United States, its signate, or assigns. The United States will grant authorization for all resounble requests to cross said casal; NACP! that the approval by the United States and meet its requirements so as to cause to danger to the casal. Said third parties will assume all expenses involved in connection with the construction, maintenance and repair of said crossings.

- 12. It is specifically provided that so rights of access to or from said lands subject to said execution or shall be granted pursuant to this contract over said across say other lands of the ventor and the rights of the United States in the premises are specifically limited to those granted or agreed to be granted. To right-of-way or right of access over other lands of the ventor is implied or intended to be implied by the provisions of Article 3 hereof. The United States shall, however, have access of all property of the ventor that is reasonably accessary to accomplish the purposes exampled in Article 3b (1) relating to the construction of face road crossings.
- 13. The United States, its agents, and section, at its and their sole cost and expense shall provide, construct, and maintain in good, exhable and effective societies, good, sabstantial and enficient gates with necessary accessory faces, looks, and other works where said constructed and operation and maintenance road enters and leaves the vendor's property, which gates and accessories shall be reasonably designed and constructed so us to exclude anatherized persons, animals, and vehicles from entering upon property subject to the granted ensemble. The United States, its spenies, servents, and representatives shall unlock and open said gates only show the same are in actual use for peacess by its or their authorized last representative or representatives sating in the course of official duty is commercian thereof.



BOOK 751 PAGE 272

ACKNOWLEDGMENT OF VENDOR

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ounty of		
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(SEAL)		/s/ C. Dale Randall Notary Public in and for the State of Utah Residing at Ogden My commission expires May 19, 1964
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Alvin F. Cobabe DEPARTMENT OF THE INTERIOR

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THIS CONTRACT, made this 20th policy of September 1965, 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 arrived (arriveta) of the dead of benefit bookided, and may become and weath the original discount

ALVIN F. COBABE and JUNE H. COBABE, his wife, also known as peasofier on the partie of the New Or Wile Tourist was never as the research of said pre-reby said tures an MESTERING HiciCOBABE said reclamation works, The of any cisim for denuage or comand construct rectingation which, totagaione and existing threasurement time, and other strucof the United blates shall at all times have unrestricted arms to said property as soriely for gr. Typos execution of the confident by the Chalcot Blates, the groper officers and aguarit

hereinafter styled Vendor,

- tows, administrations and assigns of the Verkier, and the assigns of the torized Diates. 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained the parties hereto do covenant and agree as follows:
- Inis contract shad become effective to bind the to Mitt concidence of salighty. 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 the control weberous as State of the county of the co discharge same with the money an readrived, but this provision whall not be consumed to 3s and 13 the syear that liers or encumbrances, other than those expressly provided bereing on extra the United States rany, of the option is move any and all such outstanding there and she united States rany, of the option is move any and all such outstanding there are seen attacked, such continuation such outsided because of the continuation and satisfies of the continuation and the conti

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dollars (% -) by united States Oreseary wearent or focal paid to the Verdor as fall parcause price the succeedand their incher approvat by the proper affinishe of the finited States, it shall masse to be execution and delivery of the deed required by article by the algulage of the statal continues, 4. The timited States shall purchase said property on the force herein expressed and on

Parcel No. OVC-18

A strip of land in the North Half of the Northeast Quarter $(N_{2}^{1}NE_{4}^{1})$ of Section Thirty-five (35) and in the South Half of the Scutheast Quarter $(S_{2}^{1}SE_{4}^{1})$ of Section Twenty-six (26), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Easterly and Northerly sides and Thirty-five (35) feet on the left or Westerly and Southerly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 378+45.0 to Station 404+90.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

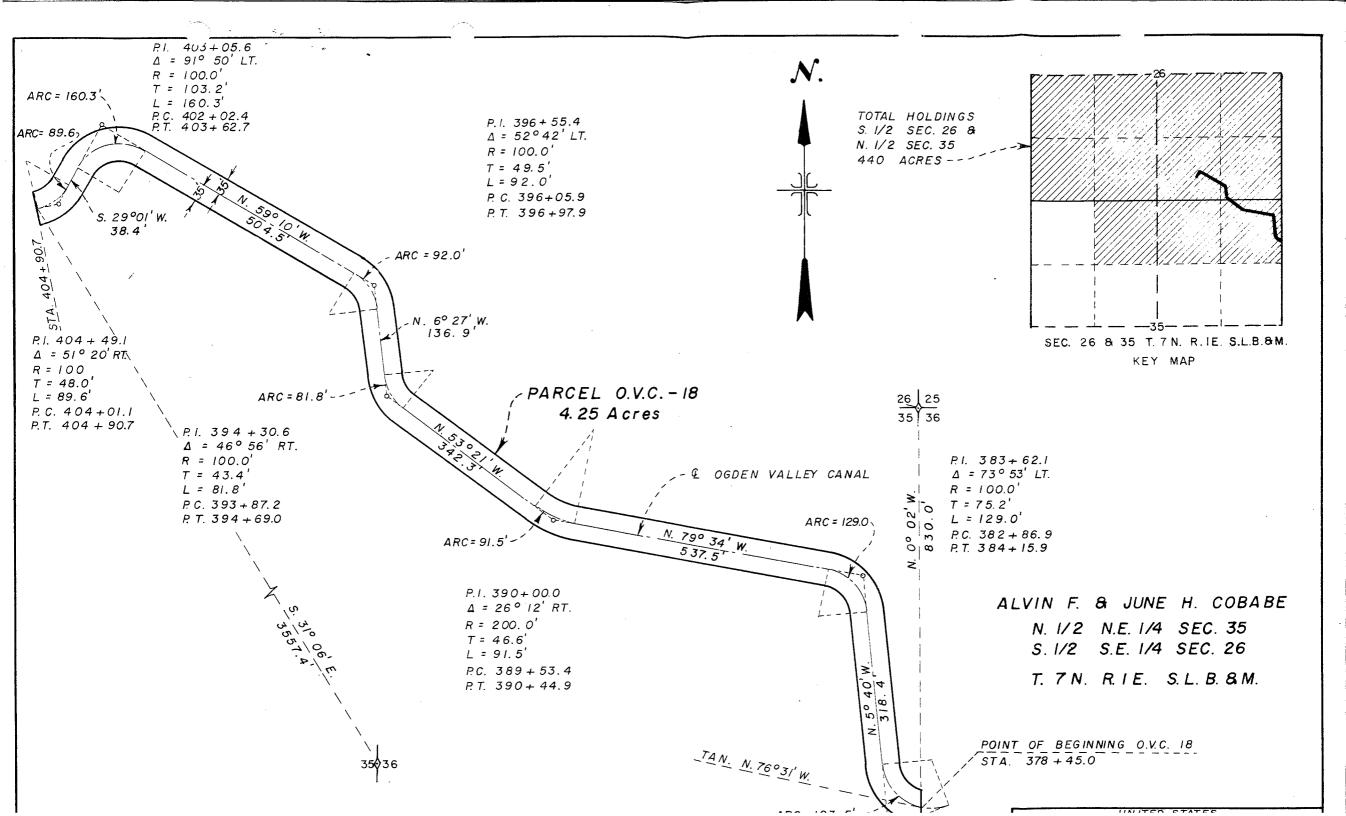
Beginning at Station 378+45.0, a point on the East line of the Vendor's property, from which point the Northeast corner of said Section 35 bears North 0°02' West Eight Hundred Thirty (830.0) feet, and running thence along a regular curve to the right with a radius of 100 feet for an arc distance of One Hundred Twenty-three and Five-tenths (123.5) feet, the tangent to the curve at the point of beginning bears North 76°31' West; thence North 5°40' West Three Hundred Eighteen and Four-tenths (318.4) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Twenty-nine (129.0) feet; thence North 79°34' West Five Hundred Thirty-seven and Five-tenths (537.5) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Ninety-one and Five-tenths (91.5) feet; thence North 53°21' West Three Hundred Forty-two and Three-tenths (342.3) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Eighty-one and Eight-tenths (81.8) feet; thence North 6°27' West One Hundred Thirty-six and Nine-tenths (136.9) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Ninety-two (92.0) feet; thence North 59°10' West Five Hundred Four and Five-tenths (504.5) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Sixty and Three-tenths (160.3) feet; thence South 29°01' West Thirty-eight and Four-tenths (38.4) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Eighty-nine and Six-tenths (89.6) feet to Station 404+90.7, a point in the Vendor's property, from which point the East Quarter corner of said Section 35 bears South 31°C6' East Thirtyfive Hundred Fifty-seven and Four-tenths (3557.4) feet, containing 4.25 acres, 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.

Parcel No. OVC-18 Continued

3b. The United States at its sole cost and expense, will: (i) provide drainage crossings at Stations 386+35, 396+87, and 402+33; (ii) provide a farm road crossing at Station 393+00; (iii) operate and maintain all structures across the Canal; and (iv) maintain surface drains inside the right-of-way; provide a farm road crossing at Station 400+50; and if in the future the United States desires to restrict livestock from the right-of-way, provision for such restriction shall be at the sole cost and expense of the United States.



ACKNOWLEDGMENT OF VENDOR

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Parcels Nos. OVC-18B, 18C, 18D

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Alvin F. Cobabe

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

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Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

กละ เป็นแล้ว ค.ศ. **รับ แ**ละ ค.ศ. **รา**บ (ค.ศ. 2011) ค.ศ. 201 THIS CONTRACT, made this 20th day of September , 1962 , 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 ALVIN F. COBABE and JUNE H. COBABE, also known as Mrs. June H. Cobabe,

hereinafter styled Vendor.

GLASH COLOG PARTICIPATION CONTRACTOR

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

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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 Weber , State of Utah en alba e e para la marca a em la como el marca. En maparal la marca la figni qua la marcal. Les en encaracjos del sel e la coloridada e projetaj e ejectorial

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Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW\SE\frac{1}{4}) and in the Southeast Quarter of the Southwest Quarter (SE\frac{1}{4}SW\frac{1}{4}) of Section Twenty-six (26) and in the Northeast Quarter of the Northwest Quarter (NE\frac{1}{4}NW\frac{1}{4}) of Section Thirty-five (35), Township Seven (7) North, Range One (1) East, Selt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described center-line of what is known as the Ogden Valley Canal from Station 404+90.7 to Station 431+86:2 measured at right angles or radially thereto; said center-line is more particularly described as follows:

Beginning at Station 404+90.7, a point in the Vendor's property, from which point the East Quarter corner of said Section 35 bears South 31 06' East Thirty-five Hundred Fifty-seven and Four-tenths (3557.4) feet, and running thence South 80°22° West One Hundred Seventy-nine and Two-tenths (179.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Nine and One-tenth (109.1) feet; thence North 68°23' West Three Hundred Seventy-eight and Four-tenths (378.4) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 61°21' West Fifty-nine and One-tenth (59.1) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Nine and Five-tenths (109.5) feet; thence South 76°50' West Three Hundred Twenty and Two-tenths (320.2) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-nine and Three-tenths (89.3) feet; thence North 69 03: West Eighty-six and Two-tenths (86.2) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Forty-three and Eight-tenths (143.8) feet; thence South 56 01 West Ninety-nine and Six-tenths (99.6) feet: thence along a regular curve to the left with a radius of 400 feet for an arc distance of One Hundred Seventeen and Five-tenths (117.5) feet; thence South 39°11' West Two Hundred Forty-nine (249.0) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Six and Seven-tenths (106.7) feet; thence South 1°35' East Two Hundred Eighty-five and Seven-tenths (285.7) feet; thence along a regular curve to the right with a radius of 50 feet for an are distance of One Hundred Two and Six-tenths (102.6) feet; thence North 64 04 West One Hundred Ninety-eight and Three-tenths (198.3) feet to Station 431+86.2, a point on the Vendor's West property line, from which point the Northwest corner of said Section 35 bears North 83°16' West Fourteen Hundred Three and Three-tenths (1403.3) feet, containing 4.33 acres, more or less. Also,

Parcel No. OVC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SWLSWL) of Section Twenty-six (26), Township Seven (7) North, Range One (1) East, Selt Lake Base and Meridian, Seventy (70) feet wide and included between

DESCRIPTION CERTIFIED CORRECT

Parcel No. OVC-18C (Cont'd)

two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 436+19.6 to Station 447+20.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 436+19.6, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 26 bears North 89 48' West Ten Hundred Two and Two-tenths (1002.2) feet, and running thence along a regular curve to the right with a radius of 100 feet for an are distance of Sixty-three and Four-tenths (63.4) feet, the tangent to the curve at the point of beginning bears North 54°36' West; thence North 18°16' West Nine and Two-tenths (9.2) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seven and Eight-tenths (107.8) feet; thence North 80°03' West Four Hundred Fifteen and One-tenth (415.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty and Four-tenths (60.4) feet; thence North 68°31' West Two Hundred Sixty and Seven-tenths (260.7) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Eighty-three and Nine-tenths (183.9) feet to Station 447+20.1, a point in the Vendor's property, from which point the Southwest corner of said Section 26 bears South 7°19' West Four Hundred Forty-one (441.0) feet, containing 1.77 acres, more or less. Also,

Parcel No. OVC-18D

A parcel of land in the Southwest Quarter of the Southwest Quarter (SWESWE) of Section Twenty-six (26), Township Seven (7) North, Range One (1) Bast, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 799 West Four Hundred Forty-one (441.0) feet, and running thence South 74°11' West Thirty-five (35.0) feet; thence North 15°49' West Seventy-seven and Five-tenths (77.5) feet to the West line of the Vendor's property; thence North 0°09' East, along said West line, One Hundred Twenty-seven and Two-tenths (127.2) feet to Station 449+20.0 of said Canal; thence continuing North 0°09' East along said property line One Hundred Ninety-three and Eight-tenths (193.8) feet; thence South 89°53' East Twenty-seven and Six-tenths (27.6) feet; thence South 1°36' East One Hundred Sixty-one and Nine-tenths (161.9) feet; thence South 8°42' East Forty and Nine-tenths (40.9) feet; thence South 15°49' East One Hundred Eighty-one and Two-tenths (181.2) feet; thence South 74°11' West Thirty-five (35.0) feet to the point of beginning, containing 0.41 of an acre, more or less;

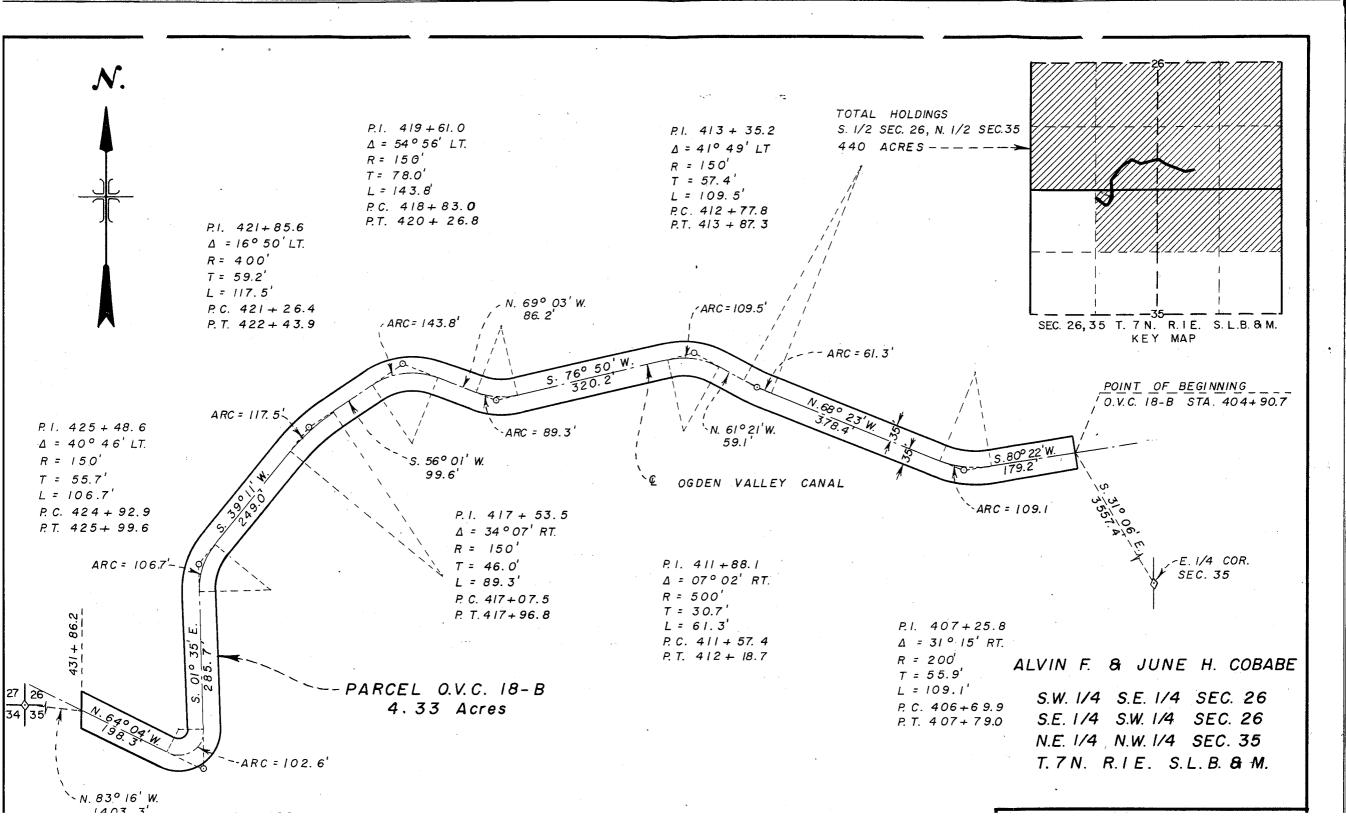
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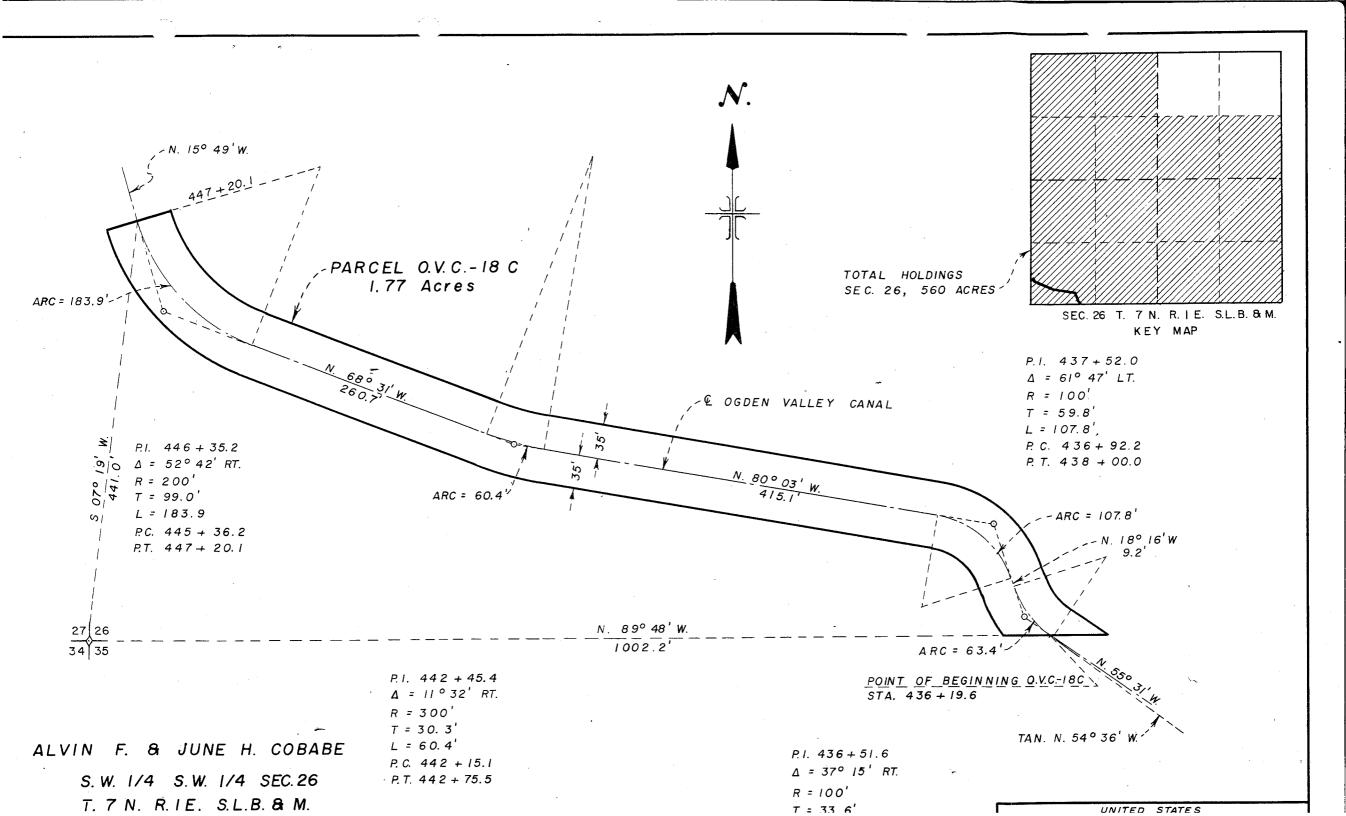
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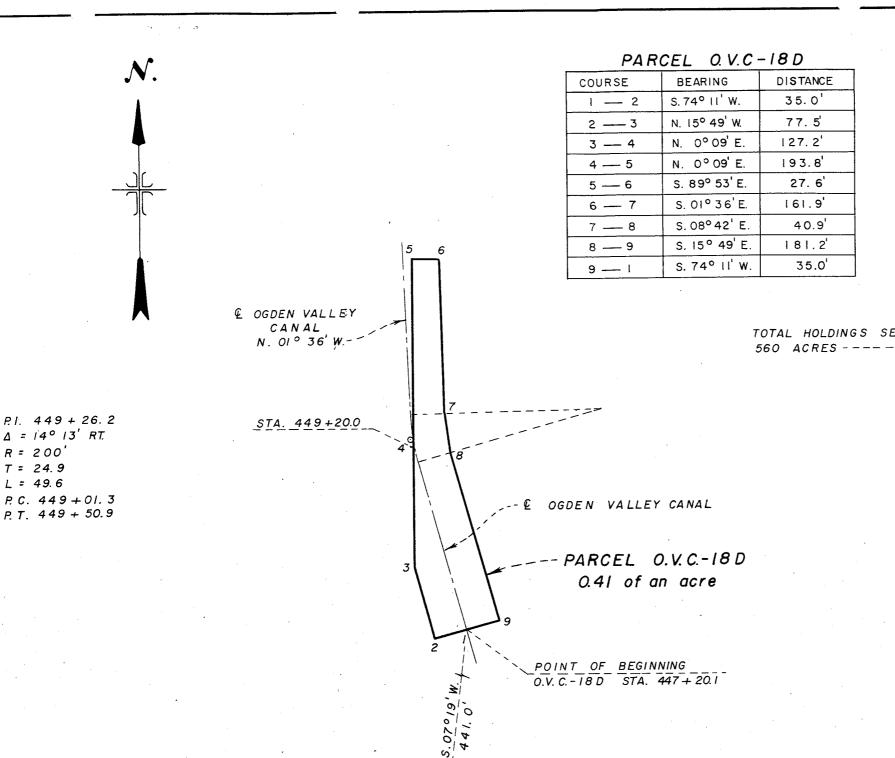
(Continuation sheet of Article 3)

Parcels Nos. OVC-18B, OVC-18C, and OVC-18D

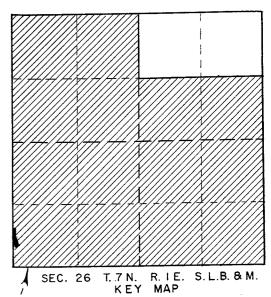
- 3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (1) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.
- 3b. The United States at its sole cost and expense, will: (i) provide farm road crossings at Stations \$06+23.4 and \$38+37; (ii) provide drainage crossings at Stations \$19+52, \$21+85 and \$37+62; (iii) provide irrigation crossings at Stations \$406+55 and \$30+32; (iv) operate and maintain all structures across the canal; and, if in the future the United States desires to restrict livestock from the right-of-way, provision for such restriction shall be at the sole cost and expense of the United States.







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ALVIN F. & JUNE H. COBABE S.W. 1/4 S.W. 1/4 SEC. 26

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DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

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Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

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hereinafter styled Vendor.

GLASH COLOG PARTICIPATION CONTRACTOR

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

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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 Weber , State of Utah en alban a partir in albanda a como a como en el mando. En nombre el proposition de la companya de la comp

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Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW\SE\frac{1}{4}) and in the Southeast Quarter of the Southwest Quarter (SE\frac{1}{4}SW\frac{1}{4}) of Section Twenty-six (26) and in the Northeast Quarter of the Northwest Quarter (NE\frac{1}{4}NW\frac{1}{4}) of Section Thirty-five (35), Township Seven (7) North, Range One (1) East, Selt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described center-line of what is known as the Ogden Valley Canal from Station 404+90.7 to Station 431+86:2 measured at right angles or radially thereto; said center-line is more particularly described as follows:

Beginning at Station 404+90.7, a point in the Vendor's property, from which point the East Quarter corner of said Section 35 bears South 31 06' East Thirty-five Hundred Fifty-seven and Four-tenths (3557.4) feet, and running thence South 80°22° West One Hundred Seventy-nine and Two-tenths (179.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Nine and One-tenth (109.1) feet; thence North 68°23' West Three Hundred Seventy-eight and Four-tenths (378.4) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 61°21' West Fifty-nine and One-tenth (59.1) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Nine and Five-tenths (109.5) feet; thence South 76°50' West Three Hundred Twenty and Two-tenths (320.2) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-nine and Three-tenths (89.3) feet; thence North 69 03: West Eighty-six and Two-tenths (86.2) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Forty-three and Eight-tenths (143.8) feet; thence South 56 01 West Ninety-nine and Six-tenths (99.6) feet: thence along a regular curve to the left with a radius of 400 feet for an arc distance of One Hundred Seventeen and Five-tenths (117.5) feet; thence South 39°11' West Two Hundred Forty-nine (249.0) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Six and Seven-tenths (106.7) feet; thence South 1°35' East Two Hundred Eighty-five and Seven-tenths (285.7) feet; thence along a regular curve to the right with a radius of 50 feet for an are distance of One Hundred Two and Six-tenths (102.6) feet; thence North 64 04 West One Hundred Ninety-eight and Three-tenths (198.3) feet to Station 431+86.2, a point on the Vendor's West property line, from which point the Northwest corner of said Section 35 bears North 83°16' West Fourteen Hundred Three and Three-tenths (1403.3) feet, containing 4.33 acres, more or less. Also,

Parcel No. 0VC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SWISWI) of Section Twenty-six (26), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between

DESCRIPTION CERTAFIED CORRECT

Parcel No. OVC-18C (Cont'd)

two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 436+19.6 to Station 447+20.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 436+19.6, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 26 bears North 89 48' West Ten Hundred Two and Two-tenths (1002.2) feet, and running thence along a regular curve to the right with a radius of 100 feet for an are distance of Sixty-three and Four-tenths (63.4) feet, the tangent to the curve at the point of beginning bears North 54°36' West; thence North 18°16' West Nine and Two-tenths (9.2) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seven and Eight-tenths (107.8) feet; thence North 80°03' West Four Hundred Fifteen and One-tenth (415.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty and Four-tenths (60.4) feet; thence North 68°31' West Two Hundred Sixty and Seven-tenths (260.7) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Eighty-three and Nine-tenths (183.9) feet to Station 447+20.1, a point in the Vendor's property, from which point the Southwest corner of said Section 26 bears South 7°19' West Four Hundred Forty-one (441.0) feet, containing 1.77 acres, more or less. Also,

Parcel No. OVC-18D

A parcel of land in the Southwest Quarter of the Southwest Quarter (SWESWE) of Section Twenty-six (26), Township Seven (7) North, Range One (1) Bast, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 799 West Four Hundred Forty-one (441.0) feet, and running thence South 74°11' West Thirty-five (35.0) feet; thence North 15°49' West Seventy-seven and Five-tenths (77.5) feet to the West line of the Vendor's property; thence North 0°09' East, along said West line, One Hundred Twenty-seven and Two-tenths (127.2) feet to Station 449+20.0 of said Canal; thence continuing North 0°09' East along said property line One Hundred Ninety-three and Eight-tenths (193.8) feet; thence South 89°53' East Twenty-seven and Six-tenths (27.6) feet; thence South 1°36' East One Hundred Sixty-one and Nine-tenths (161.9) feet; thence South 8°42' East Forty and Nine-tenths (40.9) feet; thence South 15°49' East One Hundred Eighty-one and Two-tenths (181.2) feet; thence South 74°11' West Thirty-five (35.0) feet to the point of beginning, containing 0.41 of an acre, more or less;

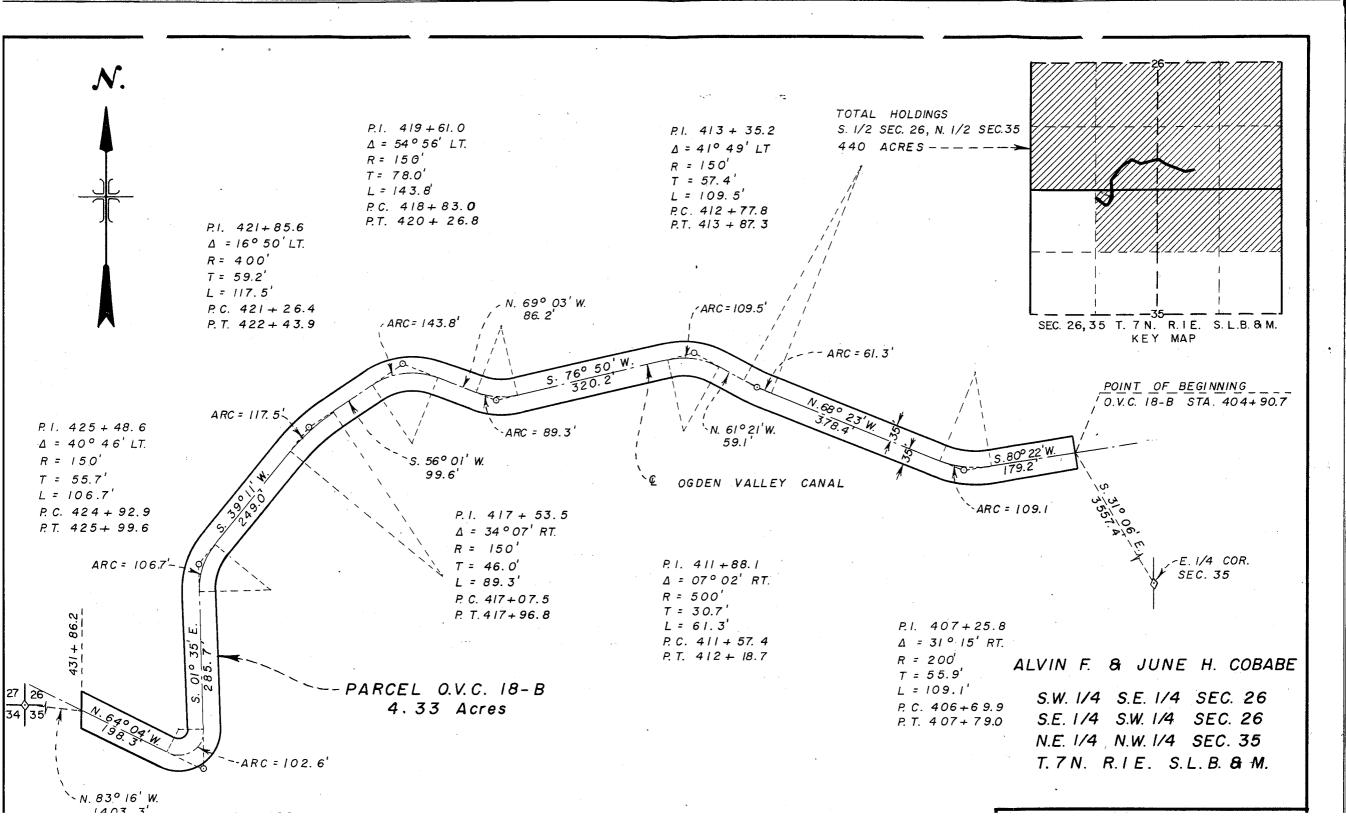
Together with all appurtenances thereto belonging or in anywise appertaining.

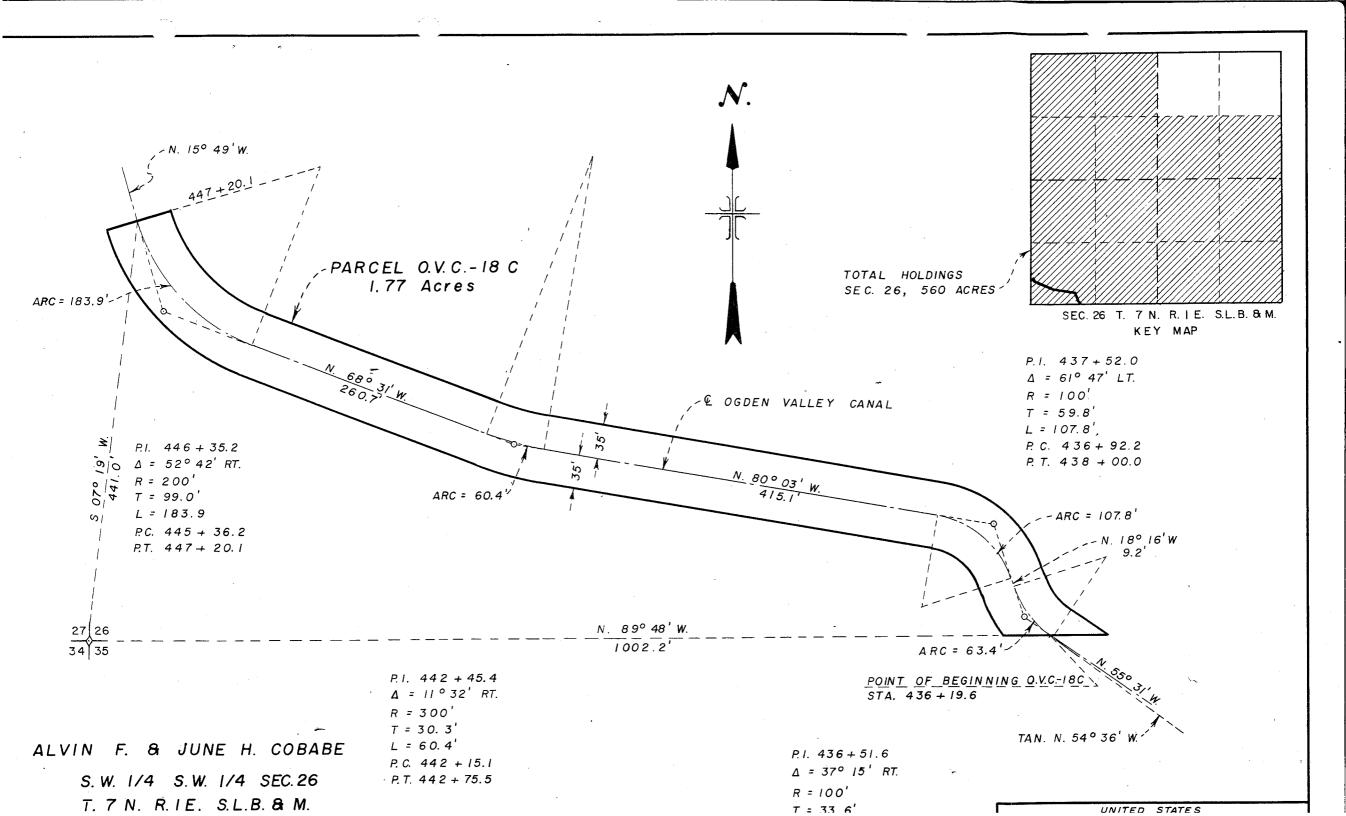
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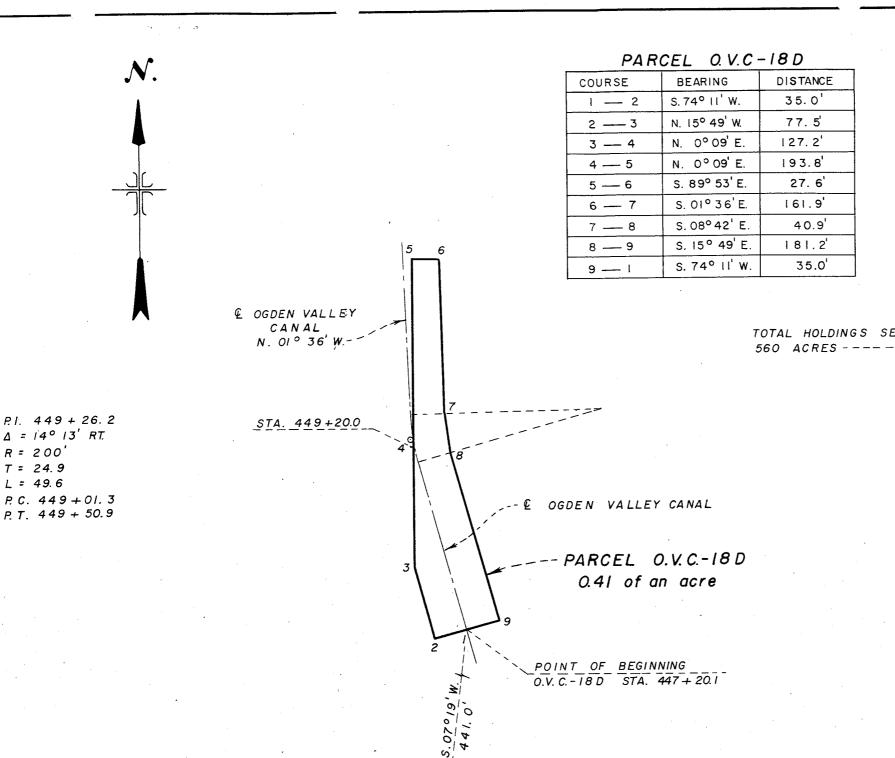
(Continuation sheet of Article 3)

Parcels Nos. OVC-18B, OVC-18C, and OVC-18D

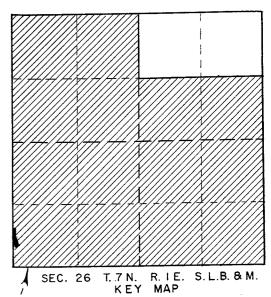
- 3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (1) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.
- 3b. The United States at its sole cost and expense, will: (i) provide farm road crossings at Stations \$06+23.4 and \$38+37; (ii) provide drainage crossings at Stations \$19+52, \$21+85 and \$37+62; (iii) provide irrigation crossings at Stations \$406+55 and \$30+32; (iv) operate and maintain all structures across the canal; and, if in the future the United States desires to restrict livestock from the right-of-way, provision for such restriction shall be at the sole cost and expense of the United States.







R = 200' T = 24.9L = 49.6



TOTAL HOLDINGS SEC. 26

27. 6

40.9

35.0

ALVIN F. & JUNE H. COBABE S.W. 1/4 S.W. 1/4 SEC. 26

T. 7 N. R. I E. S. L. B. & M.

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Parcels Nos. OVC-18B, 18C, 18D

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UNITED STATES

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Alvin F. Cobabe

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

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Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

กละ เป็นแบบ ค.ศ. **รับ แ**ละ ค.ศ. **รา**บ (ค.ศ. 2011) ค.ศ. 2 THIS CONTRACT, made this 20th day of September , 1962 , 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 ALVIN F. COBABE and JUNE H. COBABE, also known as Mrs. June H. Cobabe,

hereinafter styled Vendor.

GLASH COLOG PARTICIPATION CONTRACTOR

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

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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 Weber , State of Utah en alban a partir in albanda a como a como en el mando. En nombre el proposition de la companya de la comp

See attached continuation sheets of article 3 for description and articles 3a and 364 for 1 to 1 pages moder so go who can be not not not ago such security from a second of the s

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Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW\SE\frac{1}{4}) and in the Southeast Quarter of the Southwest Quarter (SE\frac{1}{4}SW\frac{1}{4}) of Section Twenty-six (26) and in the Northeast Quarter of the Northwest Quarter (NE\frac{1}{4}NW\frac{1}{4}) of Section Thirty-five (35), Township Seven (7) North, Range One (1) East, Selt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described center-line of what is known as the Ogden Valley Canal from Station 404+90.7 to Station 431+86:2 measured at right angles or radially thereto; said center-line is more particularly described as follows:

Beginning at Station 404+90.7, a point in the Vendor's property, from which point the East Quarter corner of said Section 35 bears South 31 06' East Thirty-five Hundred Fifty-seven and Four-tenths (3557.4) feet, and running thence South 80°22° West One Hundred Seventy-nine and Two-tenths (179.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Nine and One-tenth (109.1) feet; thence North 68°23' West Three Hundred Seventy-eight and Four-tenths (378.4) feet; thence along a regular curve to the right with a radius of 500 feet for an arc distance of Sixty-one and Three-tenths (61.3) feet; thence North 61°21' West Fifty-nine and One-tenth (59.1) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Nine and Five-tenths (109.5) feet; thence South 76°50' West Three Hundred Twenty and Two-tenths (320.2) feet; thence along a regular curve to the right with a radius of 150 feet for an arc distance of Eighty-nine and Three-tenths (89.3) feet; thence North 69 03: West Eighty-six and Two-tenths (86.2) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Forty-three and Eight-tenths (143.8) feet; thence South 56 01 West Ninety-nine and Six-tenths (99.6) feet: thence along a regular curve to the left with a radius of 400 feet for an arc distance of One Hundred Seventeen and Five-tenths (117.5) feet; thence South 39°11' West Two Hundred Forty-nine (249.0) feet; thence along a regular curve to the left with a radius of 150 feet for an arc distance of One Hundred Six and Seven-tenths (106.7) feet; thence South 1°35' East Two Hundred Eighty-five and Seven-tenths (285.7) feet; thence along a regular curve to the right with a radius of 50 feet for an are distance of One Hundred Two and Six-tenths (102.6) feet; thence North 64 04 West One Hundred Ninety-eight and Three-tenths (198.3) feet to Station 431+86.2, a point on the Vendor's West property line, from which point the Northwest corner of said Section 35 bears North 83°16' West Fourteen Hundred Three and Three-tenths (1403.3) feet, containing 4.33 acres, more or less. Also,

Parcel No. OVC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SWLSWL) of Section Twenty-six (26), Township Seven (7) North, Range One (1) East, Selt Lake Base and Meridian, Seventy (70) feet wide and included between

DESCRIPTION CERTIFIED CORRECT

Parcel No. OVC-18C (Cont'd)

two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 436+19.6 to Station 447+20.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 436+19.6, a point on the South line of the Vendor's property, from which point the Southwest corner of said Section 26 bears North 89 48' West Ten Hundred Two and Two-tenths (1002.2) feet, and running thence along a regular curve to the right with a radius of 100 feet for an are distance of Sixty-three and Four-tenths (63.4) feet, the tangent to the curve at the point of beginning bears North 54°36' West; thence North 18°16' West Nine and Two-tenths (9.2) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of One Hundred Seven and Eight-tenths (107.8) feet; thence North 80°03' West Four Hundred Fifteen and One-tenth (415.1) feet; thence along a regular curve to the right with a radius of 300 feet for an arc distance of Sixty and Four-tenths (60.4) feet; thence North 68°31' West Two Hundred Sixty and Seven-tenths (260.7) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Eighty-three and Nine-tenths (183.9) feet to Station 447+20.1, a point in the Vendor's property, from which point the Southwest corner of said Section 26 bears South 7°19' West Four Hundred Forty-one (441.0) feet, containing 1.77 acres, more or less. Also,

Parcel No. OVC-18D

A parcel of land in the Southwest Quarter of the Southwest Quarter (SWESWE) of Section Twenty-six (26), Township Seven (7) North, Range One (1) Bast, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 799 West Four Hundred Forty-one (441.0) feet, and running thence South 74°11' West Thirty-five (35.0) feet; thence North 15°49' West Seventy-seven and Five-tenths (77.5) feet to the West line of the Vendor's property; thence North 0°09' East, along said West line, One Hundred Twenty-seven and Two-tenths (127.2) feet to Station 449+20.0 of said Canal; thence continuing North 0°09' East along said property line One Hundred Ninety-three and Eight-tenths (193.8) feet; thence South 89°53' East Twenty-seven and Six-tenths (27.6) feet; thence South 1°36' East One Hundred Sixty-one and Nine-tenths (161.9) feet; thence South 8°42' East Forty and Nine-tenths (40.9) feet; thence South 15°49' East One Hundred Eighty-one and Two-tenths (181.2) feet; thence South 74°11' West Thirty-five (35.0) feet to the point of beginning, containing 0.41 of an acre, more or less;

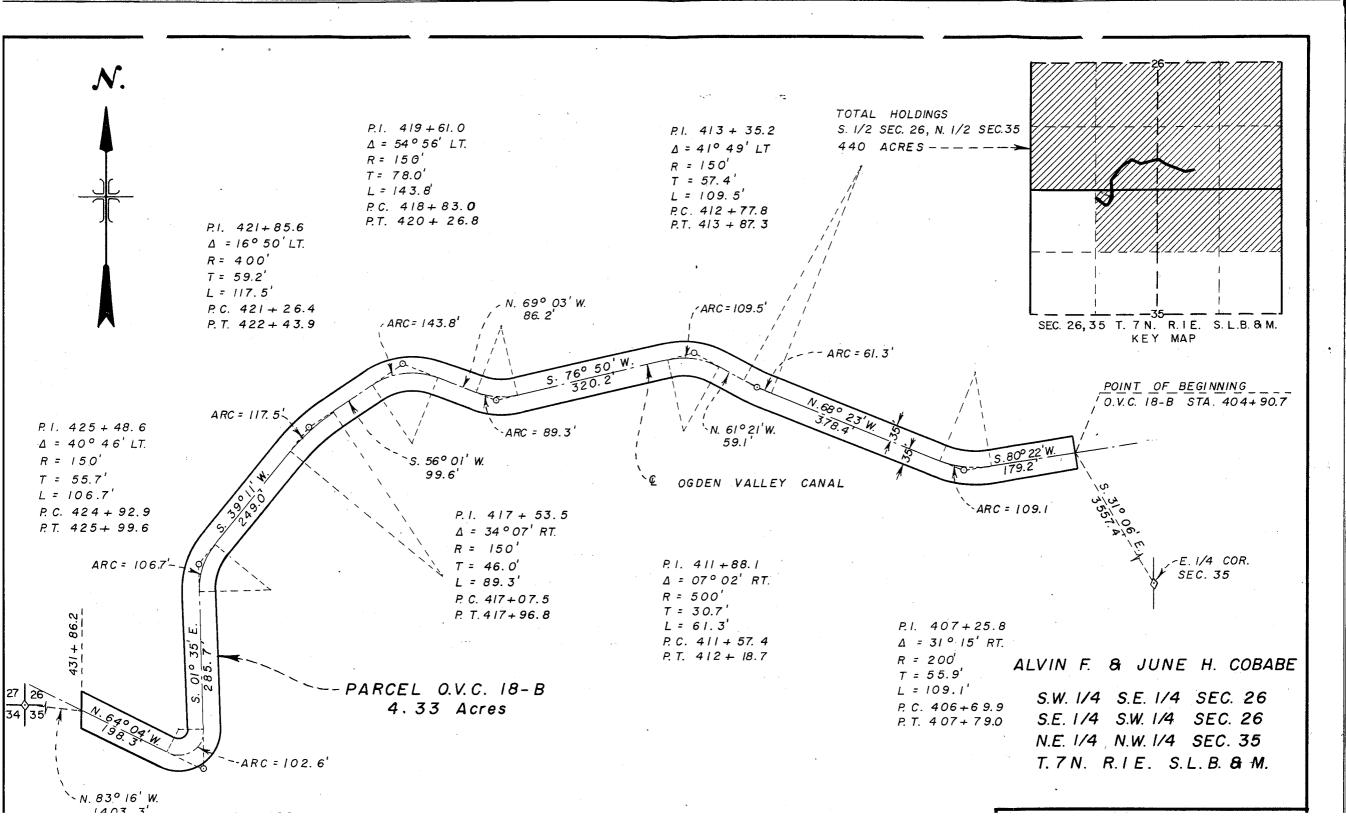
Together with all appurtenances thereto belonging or in anywise appertaining.

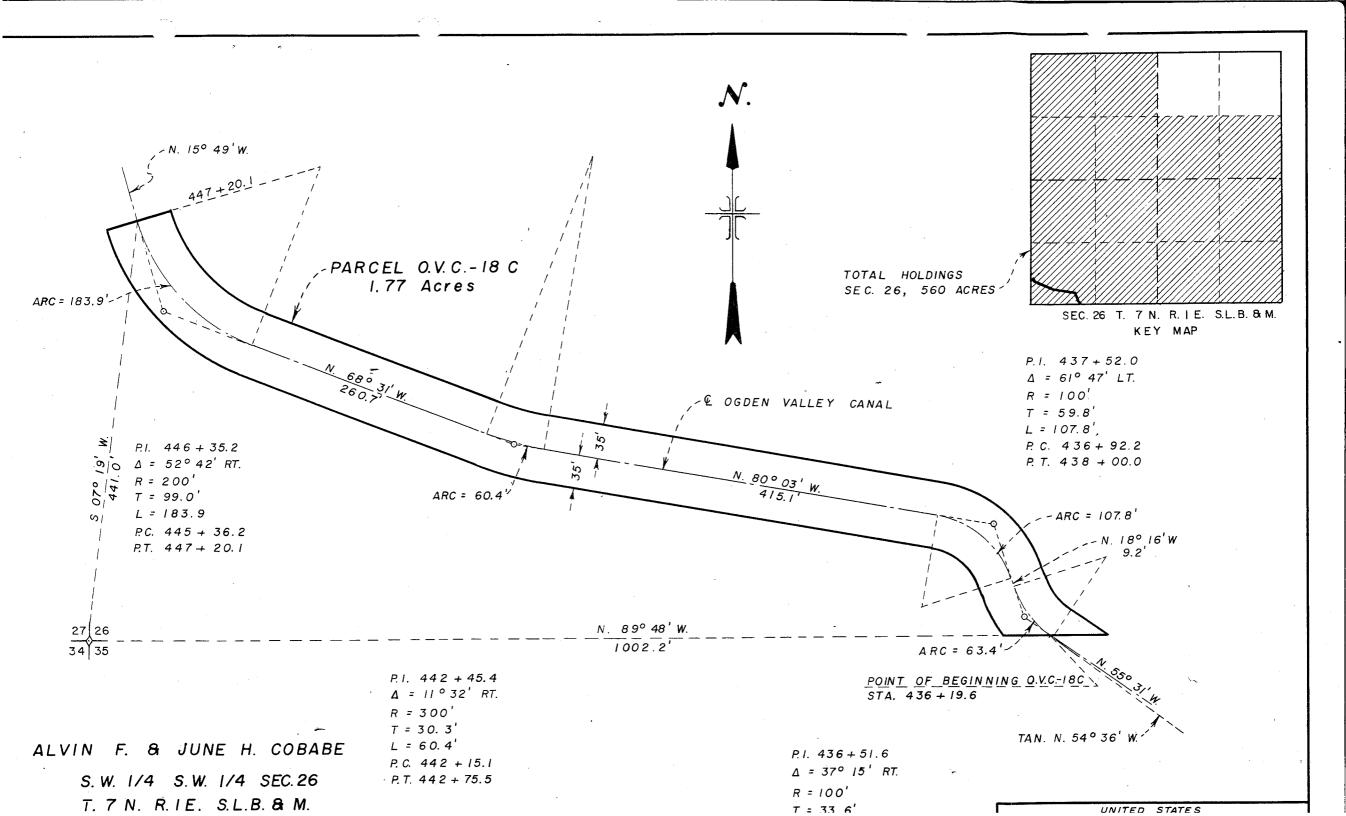
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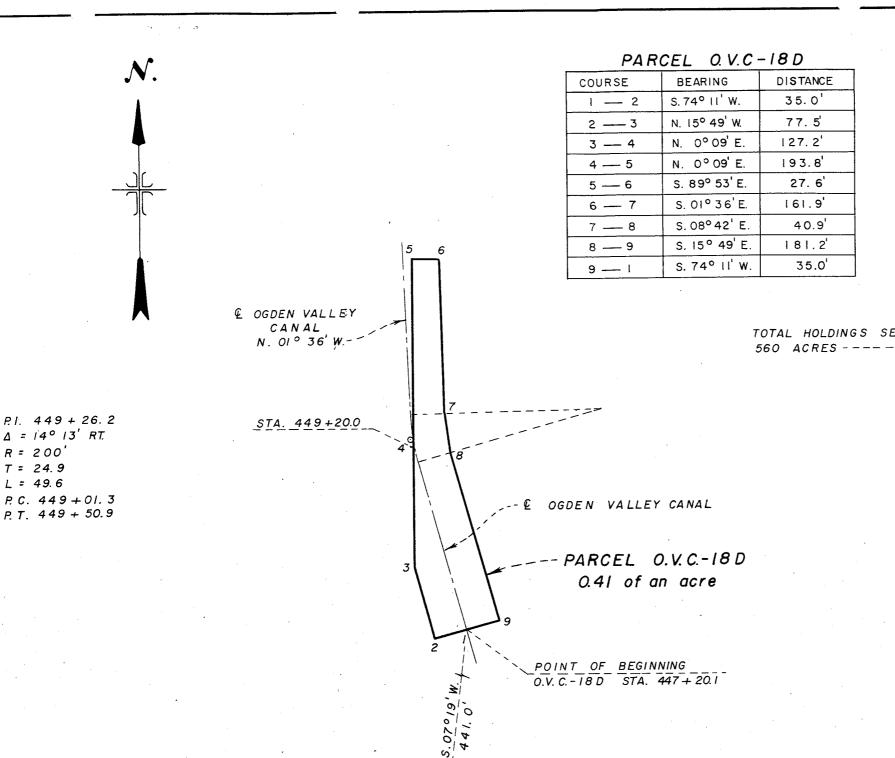
(Continuation sheet of Article 3)

Parcels Nos. OVC-18B, OVC-18C, and OVC-18D

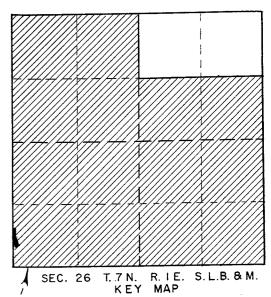
- 3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (1) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.
- 3b. The United States at its sole cost and expense, will: (i) provide farm road crossings at Stations \$06+23.4 and \$38+37; (ii) provide drainage crossings at Stations \$19+52, \$21+85 and \$37+62; (iii) provide irrigation crossings at Stations \$406+55 and \$30+32; (iv) operate and maintain all structures across the canal; and, if in the future the United States desires to restrict livestock from the right-of-way, provision for such restriction shall be at the sole cost and expense of the United States.







R = 200' T = 24.9L = 49.6



TOTAL HOLDINGS SEC. 26

27. 6

40.9

35.0

ALVIN F. & JUNE H. COBABE S.W. 1/4 S.W. 1/4 SEC. 26

T. 7 N. R. I E. S. L. B. & M.

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and MIGHTA WEST-1998. The Birthard Residence of the first section of the section of the section of

4. The United States shot purchase cald 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 so I cause to be paid to the Vendor as full purchase price the sum of the Vendor as full purchase price the sum of additional (\$ 200 missed States Treasury warrant or fineal

officer's check.

5. The Vender shall procure and have recorded without took to the United States all assurances of title and affidavits which the Vender may be advised by the United States are necessary and proper to show it the Vender complete fee singly unontumbered title to said properly subject only to the interests, tiens or encumbraness expressly provided barein. Abstracts or confificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this centract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

6. In the event that liens or enougheaness, other than those expressly provided herein, the effects and the state and state and decided forces may, at its option, remove any and all rack outstanding liens and setting the same with the money so reserved, but this provision shall act be construed to authorize the incurrence of any liencemous and states. State of the incurrence of any liencemous and states for a finite of the companion of the states of the same with the money so reserved, but this provision shall act be construed to authorize the incurrence of any liencemous and states. State of the same with the money so reserved, but this provision shall act be construed to authorize the incurrence of any liencemous and states. State of the same with the companion of the same with the same and same with the same and same and all rack outside and all rack of the same and all rack outside and all rack

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3.4 The Vendor shall sell and by good and sufficient deed convey to the United States

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Form 7-276

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Parcel No. OVC-19

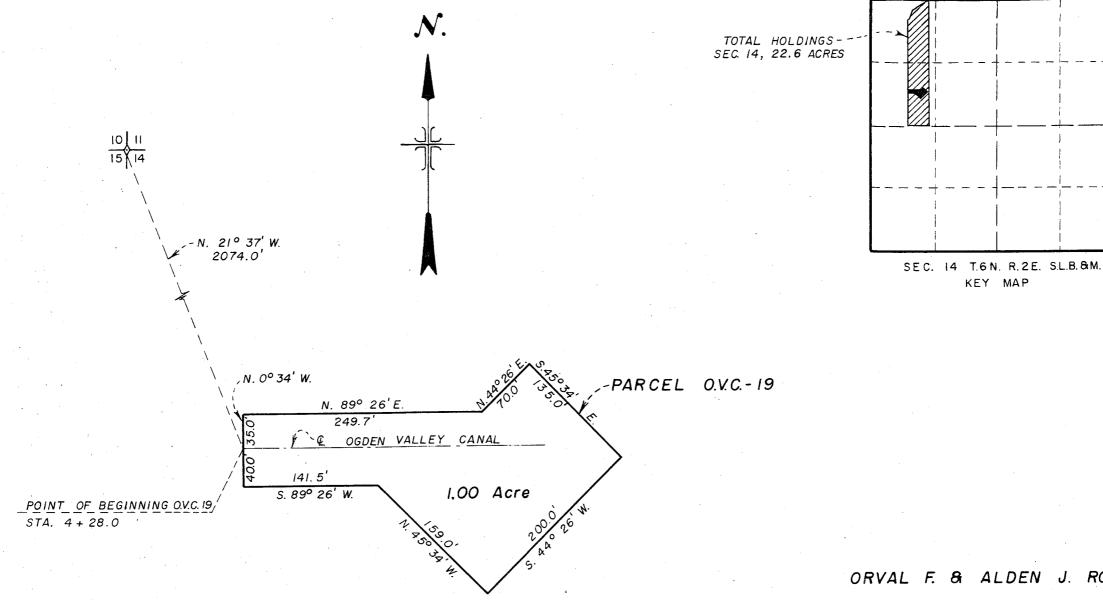
A tract of land in the Southwest Quarter of the Northwest Quarter $(SW_{4}^{1}NW_{4}^{1})$ of Section Fourteen (14), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the West line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 4+28.0, from which point the Northwest corner of said Section 14 bears North 21°37' West Twenty Hundred Seventy-four (2074.0) feet, and running thence North 0°34' West along said West line Thirty-five (35.0) feet; thence North 89°26' East Two Hundred Forty-nine and Seven-tenths (249.7) feet; thence North 44°26' East Seventy (70.0) feet; thence South 45°34' East One Hundred Thirty-five (135.0) feet; thence South 44°26' West Two Hundred (200.0) feet; thence North 45°34' West One Hundred Fifty-nine (159.0) feet; thence South 89°26' West One Hundred Forty-one and Five-tenths (141.5) feet to the West line of the Vendor's property; thence North 0°34' West along said West line Forty (40.0) feet to the point of beginning, containing 1.00 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 United States at its sole cost and expense will fence along the Canal right-of-way with a 26" woven wire net and three barbed wires through the above-described land.
- 3c. Subject to the prior right and use by the United States the Vendor will be permitted at his sole risk and expense to use the operation and maintenance road for access to his remaining property from existing roads. Said operation and maintenance road and appurtenances thereto will be maintained by the United States only to the extent necessary for its use. Access from the canal bank to the Vendor's property will be provided, operated and maintained at the expense of the Vendor.

DESCRIPTION CERTIFIED CORRECT
BY Name Date



ORVAL F. & ALDEN J. ROLLO S.W. 1/4 N.W. 1/4 SEC. 14 T. 6 N. R. 2 E. S.L.B.&M.

State of

UTAH

On this 29th before me Alder to me known to be to foregoing instrument voluntary act and descriptions.	n J. Rollo a the individual, t, and acknowl	or individuals, d ledged that the	escribed in an y signed t	r ife, d who execute he same as th	
IN WITNESS V day and year first a		have hereunto se	et my hand ai	nd affixed my	official seal the
			/s/ Loyd J.		
(SEAL)		Stat Resi		t Lake City	
	CERTIFI	CATE OF COUR	NTY RECOR	DER	
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County of					4.0
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LeNar Richens

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Contract No. 14-06-400-2667

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and the process realized by the process and any the contract of the contract of the contract of the contract of THIS CONTRACT, made this 13th and day of September 1962, 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 Lenar RICHENS, also known as Lenar W. Richens, and DENA C. RICHENS, his wife,

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hereinafter styled Vendor,

- 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 ... Weber , State of ... Utah discourge same will the arrest so reserved, but lost protector spen to be caus thed to

See attached continuation sheet of article 3 for description and articles 380 and 384 to Enlice Seaths may be the oppose, which were and and good creates there said To the etam class or everther other than the transfer of the contract of the c

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Parcel No. OVC-20

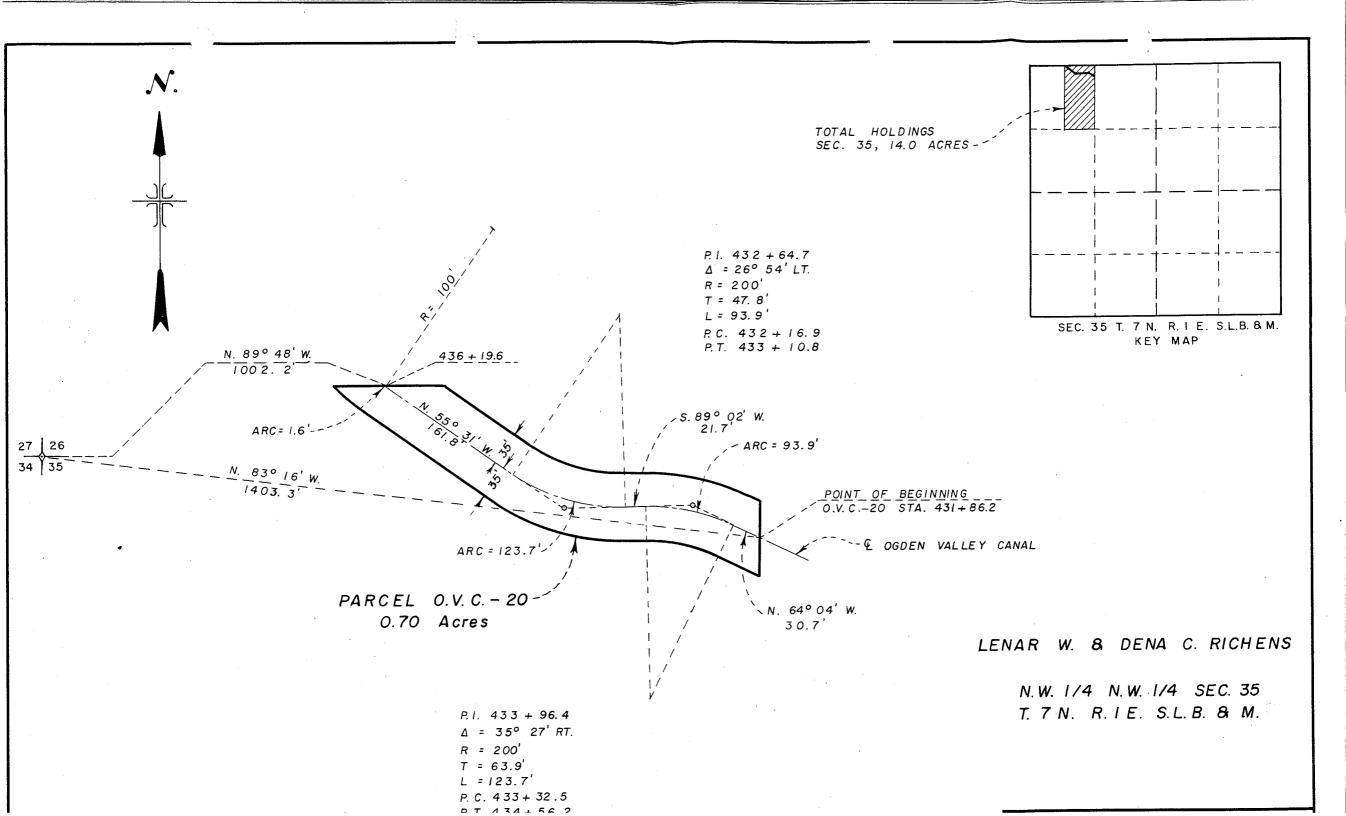
A strip of land in the Northwest Quarter of the Northwest Quarter $(NW_{4}^{1}NW_{4}^{1})$ of Section Thirty-five (35), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Seventy (70) feet wide and included between two lines extended to the property lines and everywhere distant Thirty-five (35) feet on the right or Northerly side and Thirty-five (35) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 431+86.2 to Station 436+19.6 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Reginning at Station 431+86.2, a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 35 bears North 83°16' West Fourteen Hundred Three and Three-tenths (1403.3) feet, and running thence North 64°04' West Thirty and Seven-tenths (30.7) feet; thence along a regular curve to the left with a radius of 200 feet for an arc distance of Ninety-three and Nine-tenths (93.9) feet; thence South 89°02' West Twenty-one and Seven-tenths (21.7) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of One Hundred Twenty-three and Seven-tenths (123.7) feet; thence North 55°31' West One Hundred Sixty-one and Eight-tenths (161.8) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of One and Six-tenths (1.6) feet to Station 436+19.6 on said canal centerline, a point on the North line of the Vendor's property, from which point the Northwest corner of said Section 35 bears North 89°48' West Ten Hundred Two and Two-tenths (1002.2) feet, containing 0.70 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 United States at its sole cost and expense, will: (i) provide an irrigation crossing at Station 431+96; and (ii) operate and maintain all structures across the Canal.



State of UTAH	\ \ss.
County of WEBER	
before me LeNar Richens and I to me known to be the individual, foregoing instrument, and acknowl voluntary act and deed, for the us	or individuals, described in and who executed the within and edged that they signed the same as their free and ses and purposes therein mentioned.
IN WITNESS WHEREOF, I day and year first above written.	have hereunto set my hand and affixed my official seal the
(SEAL)	/s/ Loyd J. Ericson Notary Public in and for the State of Utah Residing at Salt Lake City, Utah My commission expires 1-8-65
(Seal affixed)	My commission expires 2 0 0)
CERTIFICATION State of	CATE OF COUNTY RECORDER
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Acidresa BA	Fees, \$
County Recorder	ACRES A
County of Weber) ss County of Weber) ss Filed and recorded for January 30, 1:26 P.M., Ruth Eames Olsen, Countys/Beverly Barclay	
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LAND PURCHASE CONTRACT

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beaus god on the least op opulating in the season in the strip beat energies are, be well the g ുമ്നാള്യ മനത്ത് ക്ക്കുക്കുന്നത്തെ അന്ന് എന്നും അന്നേ സ്വര്ദ്ദേശം ആരുന്നും ക്രെയ്യ് വരുന്നും വിശ്യാവര് വിശ്യാസം emit realitation toganis des la resignaçõe que pare la la localidad destruturados la comercial a comercial destrutor. ्राह्म क्रिक्स के क्षेत्रके के कार्या का पात के एक के एक के एक के एक के एक के किए के किए हैं। एक एक कार्या के

hereinafter styled Vendor, on the second sec

ROBERT LANGER

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

See attached continuation sheet of article 3 for description and articles **3a and**ig**3b,** உருந்த ஆடிய நாட்டு இரு கொடுக்கார். கொண்டு விருந்த நாருக்கு நடிக்கு குருந்த குருக்கு **வ**ரிக்க கொண் ്താര്യ്യാന് കണ്ടാനും അത്തന് നാവാന വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വിശ്യാസ് വ് ഈ അട്ടൂള്ള അത്യേറ്റ് ഈ സൂക്കായ കെല്ലോട് സ്ഥാന്ത്രാല് നാവുടെ പ്രവാധം ക്രായം വയ്ക്ക് അത്യായുടെ അത്യായില് നില് സ്

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RIGHT-OF-WAY DESCRIPTION OGDEN VALLEY CANAL WEBER BASIN PROJECT

Parcel No: 21

Written by: M. C. Christensen

Vendor:

LaVerne B. Newey

Checked by: C. H. Jackson

A tract of land in the Southeast Quarter of the Southeast Quarter (SELSEL) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

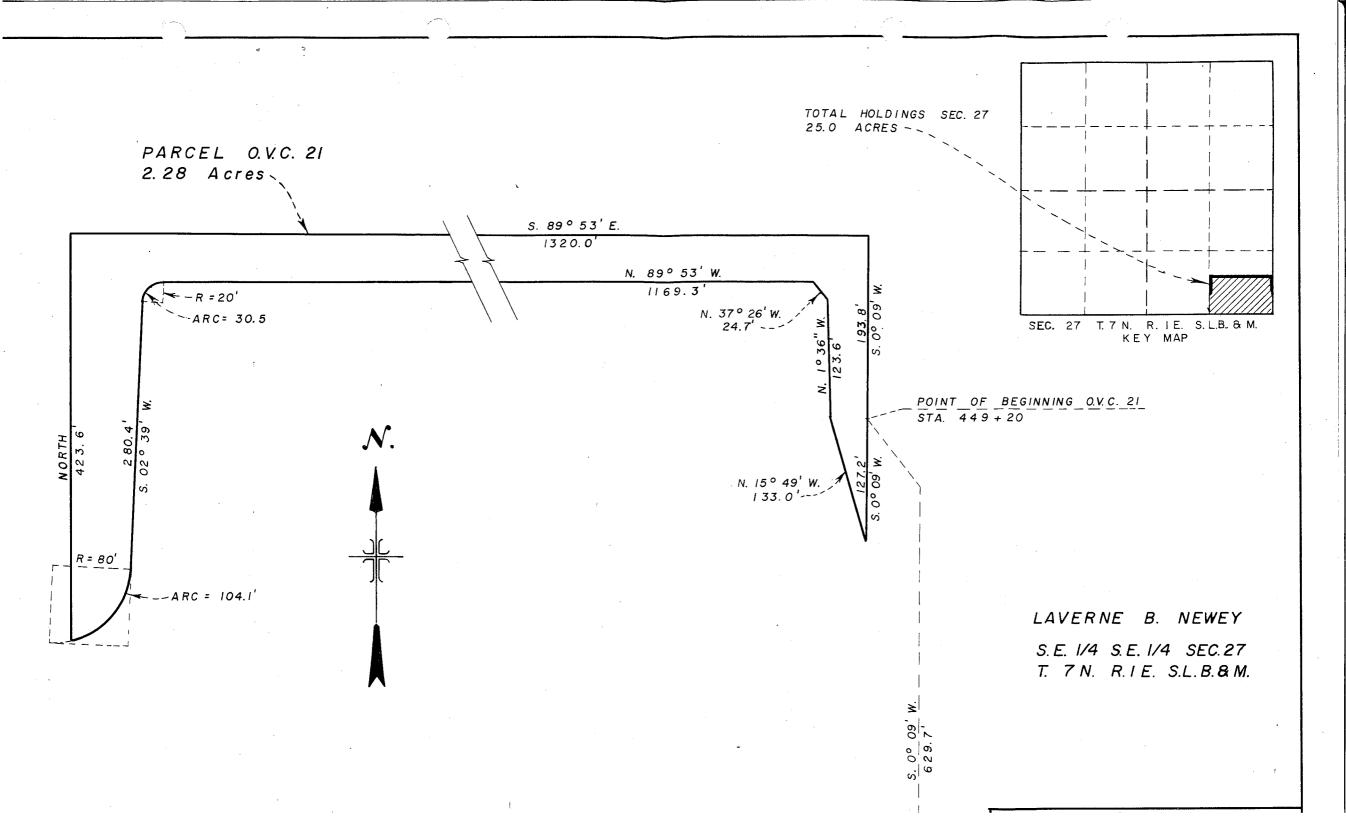
Beginning at a point on the East line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 449+20.0, from which point the Southeast corner of said Section 27 bears South 0°09' West Six Hundred Twenty-nine and Seven-tenths (629.7) feet, and running thence South 0°09' West One Hundred Twenty-seven and Two-tenths (127.2) feet; thence North 15°49' West One Hundred Thirtythree (133.0) feet; thence North 1°36' West One Hundred Twenty-three and Six-tenths (123.6) feet; thence North 37°26' West Twenty-four and Seven-tenths (24.7) feet; thence North 89°53' West Eleven Hundred Sixtynine and Three-tenths (1169.3) feet; thence along a regular curve to the left with a radius of 20 feet for an arc distance of Thirty and Five-tenths (30.5) feet; thence South 2°39' West Two Hundred Eighty and Four-tenths (280.4) feet; thence along a regular curve to the right with a radius of 80 feet for an arc distance of One Hundred Four and One-tenth (104.1) feet to the West line of the Vendor's property; thence following three courses along the Vendor's property lines North Four

Hundred Twenty-three and Six-tenths (423.6) feet; thence South 89°53'

East Thirteen Hundred Twenty (1320.0) feet; thence South 0°09' West

One Hundred Ninety-three and Eight-tenths (193.8) feet to the point

of beginning, containing 2.28 acres, more or less.



State of UTAH	(aa		
County of WEBER	ss.		
On this 14th day of before me Harold A. Newey and	September 1 LaVerna B. Newey.	_{, 19} 62 _{, personal} his wife.	ly appeared
to me known to be the individual, foregoing instrument, and acknowle voluntary act and deed, for the use	or individuals, described edged that they sign	in and who executed the ned the same as their	
IN WITNESS WHEREOF, I laday and year first above written.	have hereunto set my ha	nd and affixed my offic	cial seal the
	/s/	Loyd J. Ericson	
(SEAL)		ic in and for the	
(Seal affixed)	Residing at My commiss	Salt Lake City, Ut ion expires 1-8-65	ah
CERTIFIC	CATE OF COUNTY RE	CORDER	
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State of	ss.		
County of			
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County of Weber) ss	Fee paid \$6.00	Activities	na malau anne i m
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Contract No. 14-06-400-2765

Weber Basin Project des ges points and Ogden Valley Canal

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AND RURCHASE CONTRACTOR OF THE PROPERTY OF THE

THIS CONTRACT, made this 28th day of September 1997, 1962; 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 and LEONARD FULLER and PHYLIS B. FULLER, his wife

्रमात्रक तक ह क्ष्रीनेष्ट्रक्ष्यकार कारण्युक्तक है। असार सकत्र केनक हान्य स्थापार एक एक वर्ष अन्तर से हैं है अक

r de gregodratitate par ese in lege prograficació diá congrudo cario escore<mark>s</mark> hereinafter styled Vendor,

CITTOLT FEBRUA

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

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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 Weber, State of Utah, to-wit: ង្ខាន់បង្គមនេះ និងនៅ ខេត្ត បាននៃ បានិ មា ខេត្តបាន នោះ ព្រះ ព្រះ និងនេះ បាន ស្រាស់និង នេះ នេះ នេះ នេះ នេះ នេះ ន

See attached continuation sheet of article 3 for description and articles 3a and: 316: നെ പുടെ പ്രദേശ നയോടെ വര്ണമും പ്രവാധമാക്കാരം കാർ അദ്യാഭ്യാവന് വാര്യാം . In this example that there is continuous continuous continuous a and a is the a and a determines a

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Parcel &: WG-22

A strip of land in the Southwest Genter of the Southwest Genter (Diffie) of Section Prosty-serves (27), Comments Serves (7) Merth, Barge Cos (1) East, Salt Lain Russ and Meridian, Piffy-five (5) feet wide and included between two lines educated to the property lines and everywhere distant Poesty-Five (2)) feet as the right or Sortherly side and Phirty (30) feet on the left or Southerly side and Phirty (30) feet on the left or Southerly side of the following described center-line of what is known as the Opins Falley Genel From Station of (15) to Station in the Station in Sortherly side of short samples or radially thereto; said center-line is not particularly described as follows:

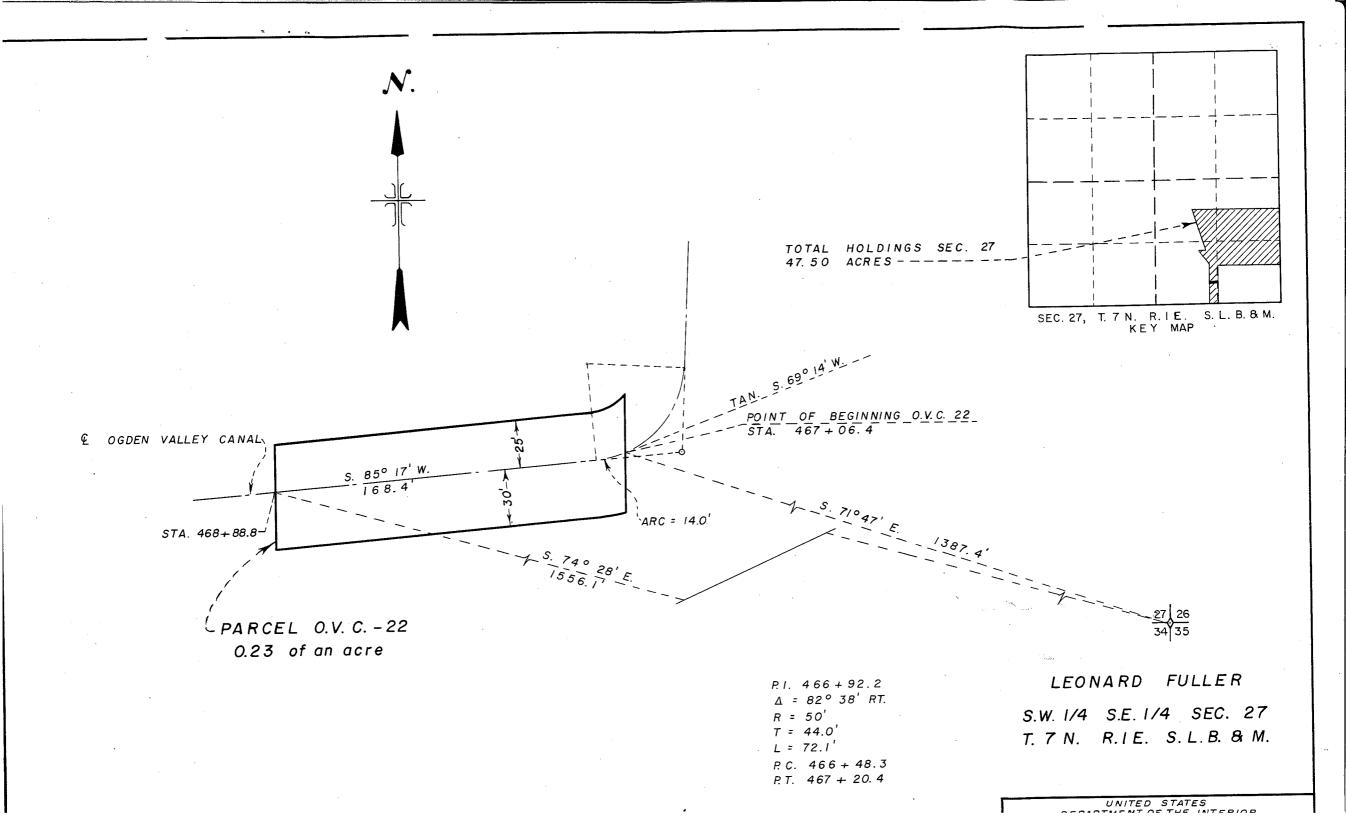
Deplement of Station 407-100.0, a paint on the Seat Line of the Vendor's property from Which point the Santheest corner of said Section 27 bears South 71 47 Seat Mainton Mandad Signiy-seven and Four-tenths (1907.4) feet, and running themse closes a requise corner to the right with a radius of 50 feet for an are distance of Four-tenth (14.0) feet, the tangent to the curve at the point of sections bears South 65°14' West, themse South 65°17' west the Section 468-46.8, a point on the Vendor's Seat Section 468-46.8, from Which point the Southeast corner of said Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Fifty-six and Section 27 bears South 7-20' hast Fifteen America Or Less;

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Jan It is understood and agreed that the rights is be conveyed to the United States as described in Article) between shall be free from Lieu or encuebrance exampts (1) cost or aliment rights reserved to ar entermaking in third parties as of the date of this contents; and (11) rights-of-way for roads, religion, telephone like, transmission likes, disches, conduits or pipulices as, over or stress said lands in existence as an each date.

30. The United States, at its sole seek and expense, vill: (1) provide a fare roof crossing approximately at Station 468.00 and (11) operate and maintain sold roof crossing ecross the const.

DESCRIPTION CERTIFIED CORRECT



State of	UTAH
County of	WEBER Ss.
before me L to me known foregoing ins	28th day of September , 1962 , personally appeared eonard Fuller and Phylis B. Fuller, his wife, to be the individual, or individuals, described in and who executed the within and trument, and acknowledged that they signed the same as their free and t and deed, for the uses and purposes therein mentioned.
	NESS WHEREOF, I have hereunto set my hand and affixed my official seal the first above written.
(SEAL)	/s/ Loyd J. Ericson Notary Public in and for the State of Utah
(Seal	Residing at Salt Lake City, Utah affixed) My commission expires 1-8-65
	CERTIFICATE OF COUNTY RECORDER
State of County of	bracess.
I hereby M., Page No.	certify that this instrument was filed for record at my office at o'clock , 19 and is duly recorded in Vol. of By Fees, \$
Address County E	By Fees, \$ Academ Academ
	of Utah) as Fee Paid: \$6.00
Filed a January Ruth Ea	nd recorded for Weber Basin Water Conservancy District 9, 11:11 A.M., 1963, Book 731, pages 375-379 mes Olsen, County Recorder ginia M. Wilson
ner sport. M. M.	INESE WINNEGO: Fix parties berete have signed their agrees the day kind year writism.

Form 7-276
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Courtney A. Carver

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THIS CONTRACT, made this 37 27th 3 day of September 3 3 19 62 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 COURTNEY A. CARVER, of Ogdet Weber County, Utah, formerly known as Courtney A. Burnett.

the control of a finite contracting and a single and a single of the control of a control of the control of the က်သားမှု ကရေးနှင့်နှင့် နေ့ကလေးကို ကိုလေးမေးမြင့် ရှိနေ့ခြင့်မြောင်းသေး မေးမှုပြင်းမြောင်း ျပညာများကြောင့်

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g et guns leones, dis vee proporigies stift stifties opsite et e stift e hereinafter styled Vendor,

e i le constitues un la constitue l

- 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 weber, State of Utah, to-wit: డేయాండి కామారు ఆయుడుతో మోకడి అదుకోయాంగాలో అదుకే కామారు అది కామారు కామ్యాలు ఆటోకా అదుకోవాడు. ఏట్టులో అందుకుటుండ అయితాగా కామారుకు కామారు అదుకే అయికా అతుకుటుంటు అయికాకు కామారుకు కామారుకోవే ఏట్టు కా**మారు**కు మూడుకోవాడు. అన్నా కామ

อมองรับกระทยออก ฟูล์ น้อยกรมมุทธิ รูปราการ มีกรายชอดกันกระทว แล้ว ผลาย กับ รุ้ยยา (ค.ศ. 2003) ค.ศ. สมาชิกาสุ เพล่ ee attached continuation sheet of article 3 for description and Articles 3a nd 36. ए एक व्यवसाय कृष्य मुख्य के व्यवस्थित स्वर्ण राजिल प्

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Parcel No. OVC-23

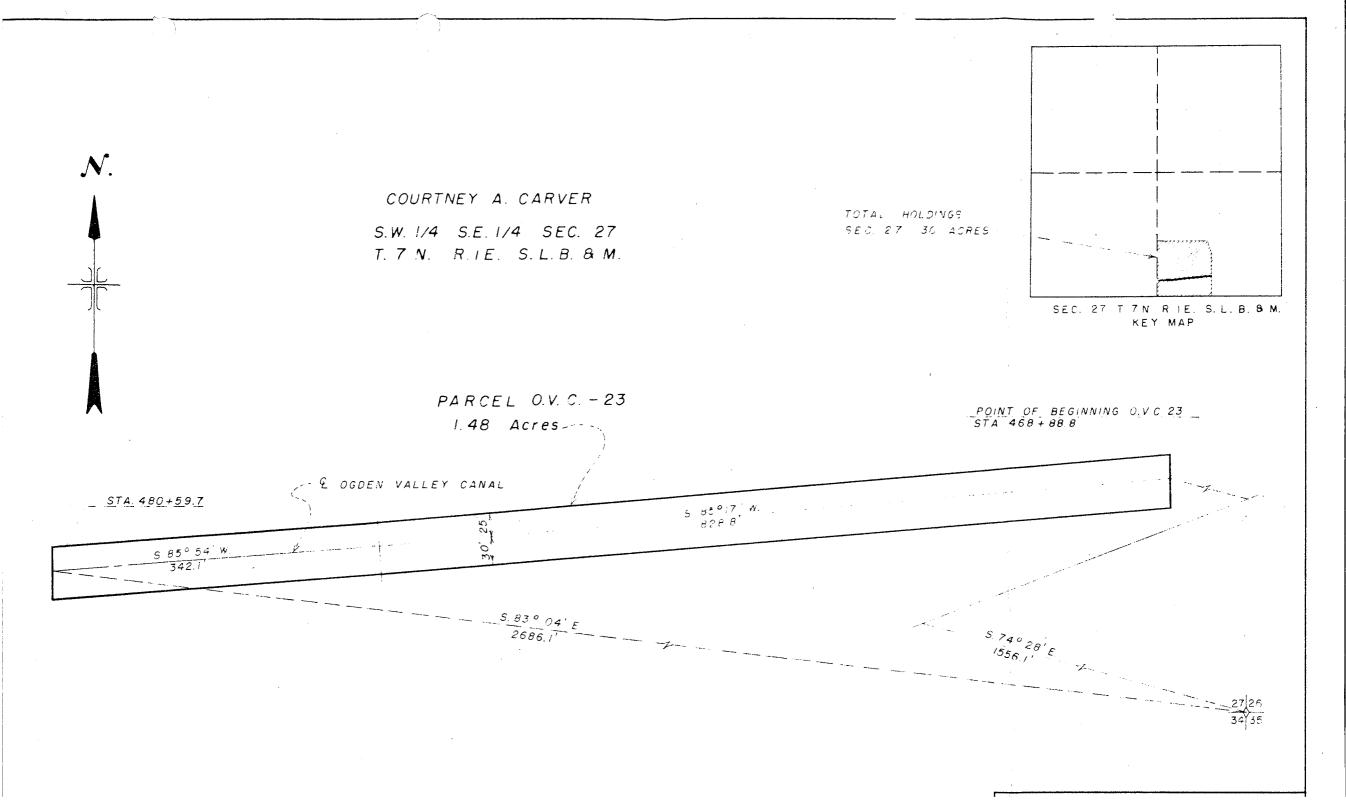
A strip of lend in the Southwest Quarter of the Southeast Quarter (SWASDA) of Section Twenty-seven (27), Township Seven (7) North, Fange One (1) Bast. Salt Lake Base and Meridian, Fifty-five (55) feet wide and included between two lines extended to the property lines and everywhere distant Twentyfive (25) feet on the right or Northerly side and Thirty (30) feet on the left or Southerly side of that portion of the following described centerline of what is known as the Opden Valley Canal from Station 468-88.8 to Station 480+59.7 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 408-86.8, a point on the Bast line of the Vendor's property from which point the Southeast corner of said Section 27 bears South 78'29' Bast Fifteen Bandred Fifty-six and One-tenth (1555.1) feet, and running thence South 85°17' West Eight Rundred Twenty-eight and Night-tenths (828.8) feet; thence South 85°54' West Enree Hundred Forty-two and One-tenth (3k2.1) feet to Station 480+59.7, a point on the Vendor's West property line, from which point the Southeast corner of said Section 27 bears South 83°Ch. Bast Twenty Six Remitted Sighty-six and Onetenth (2986.1) feet, containing 1.48 acres, 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 (11) rights-of-way for reads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.

3b. The United States at its sole cost and expense, will: (i) provide drainage crossings at Stations 471-88 and 476-20; (ii) provide a farm road crossing at Station 174+00; and (iii) operate and maintain all structures seroes the Casel.



State of UTAH	
County of WEBER	
before me Courtney A. Carver, a to me known to be the individual, or indiforegoing instrument, and acknowledged t voluntary act and deed, for the uses and	viduals, described in and who executed the within and hat she signed the same as her free and purposes therein mentioned.
day and year first above written.	ereunto set my hand and affixed my official seal the
(SEAL)	/s/ Cecil E. Tucker Notary Public in and for the State of Utah Residing at
(Seal affixed)	My commission expires August 24, 1963
State of County of I hereby certify that this instrument	was filed for record at my office at o'clock and is duly recorded in Vol. of
County Recorder By	Fees, \$
County Recorder	- 「大台監令Q基
State of Utah) ss Fe County of Weber)	e paid \$6.00
Filed and recorded for Weber	Basin Water Conservancy District
The above writes a marker of 196 page.	ages, greately prove them is that the new the days which years.

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Form-7-276 -- % 0000 8 36060 1. महोत्रम् १७५१ वट व्यक्तासम्बद्धाः (२ सम्बद्धाः २५) २०५५ । अस्ति । अस्ति । १८५४ वट सम्बद्धाः व स्वर्थेक्टः (३०५ स

L.C. Williamsen Ogden Valley Canal

opy for; Red March 1988 and 1988 UNITED STATES TO THE PARTY OF THE PAR DEPARTMENT OF THE INTERIOR Ley Canal BUREAU OF RECLAMATION ាន (កណ្តាស់ ១៩៦១៨៤ ស៊ីមិលំសុង សេ

Contract No. 14-06-400-2692

ាយ ប្រជាពលរដ្ឋស្នាយ បានប្រធាន្ធនាក់ ស្ថានមានជាតិបាន ប្រើប្រចាំ ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន Project ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រជាពលរដ្ឋប្រជាពលរដ្ឋ ប្រធាន ប្ធធាន ប្រធាន ប្តស្ស ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធាន ប្រធ LAND PURCHASE CONTRACT

resid talo aki misa kin sip padijis perin, bir i mali ne piki bila in kia inali aliju. THIS CONTRACT, made this 1st day of ctober . 1969 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 LORENZO C. WILLIAMSEN, also known as L. C. Williamsen, and

ំ ជាខ្លះ ទោះ ១៤ ខ្លួន ដែលក្រឡាក់ ខ្លួនមាល ប្រាជាប្រជាជានេះ ហាក់ ខេត្តមានសហភាពប្រមាណនេះ និធាននេះ ហិបាយអ enados esperente natificadas destre de prepara para e región consum directorio. Control control de la cuar ്റുക്ള സൂറ്റ് മൂറ്റേഷ് അന്റെ ആസ്യം ബാധ്യിക്കെ മത്യക്ഷ്യുക്ക് സമയക്ഷ്യം സ്വാധ്യിക്ക് വൂടി സാജ്യക്ക് വ്യക

RETA E. WILLIAMSEN, his wife,

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အပြဲသြေတြလူရည္။ ညမႈ ဂ်ိဳရ္ ညည္ကို ဂ်လည္သာ ၁၆၂ အခ်ိန္သိန္သည့္သည့္သည့္သည့္သည့္သည့္သည့္ သိုင္းမည္မွန္သည့္သည့္ မခုမအမ hereinafter styled Vendor,

21 13 K 1 1 1 6 1 6 N 1 1 1

T FREE COLUMN ALEGE TO THE 2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows: 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 Weber (1991), State of Utah (1992), to-wit:

See attached continuation sheet of article 3 for description and articles 3a A The short sense that there are secretarized by the contents of the chart sense of the content present of the contents of the

stropique diserpita occasion gala serproje igras pipo posare progressione grendici stropic ាស់ក្នុងស្រី <mark>បញ្ជូនសម្រាស់ នៃក្រសួកម្</mark>នុង សម្រាប់ក្រសួក បានបានប្រាក្សា ស្រាប់ក្រសួក សម្រាប់ក្រសួក ស្រី សម្រាប់ក្រ ടുമ്പോടെ പുറുപ്പുള്ള വേര്യും തെന്നും കൊത്തെ പ്രാവന വിവരം തന്റെ പ്രത്യാന് വര്യായ അവര്യാ i applicam arga no gra amerikan maka silemi sahimpi aliam milandak da belijak itub kamityibен ставить выс 4, ст. Про едиск на дре цымцыв ческого огорина (подывания основник), день ст. Сте

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ា ខណ្ឌាំ ព្រះទៅព្យា ខេត្តទទួល ព្រះមា<u>រ</u>ផ្នួន ព្រះបារាជន ។ និង្គានា unes com pulgres situacias pictora impletara com compresso de la compressión de la carecta de

DESCRIPTION CERTIFIED CORRECT

Parcel No. OVC-24

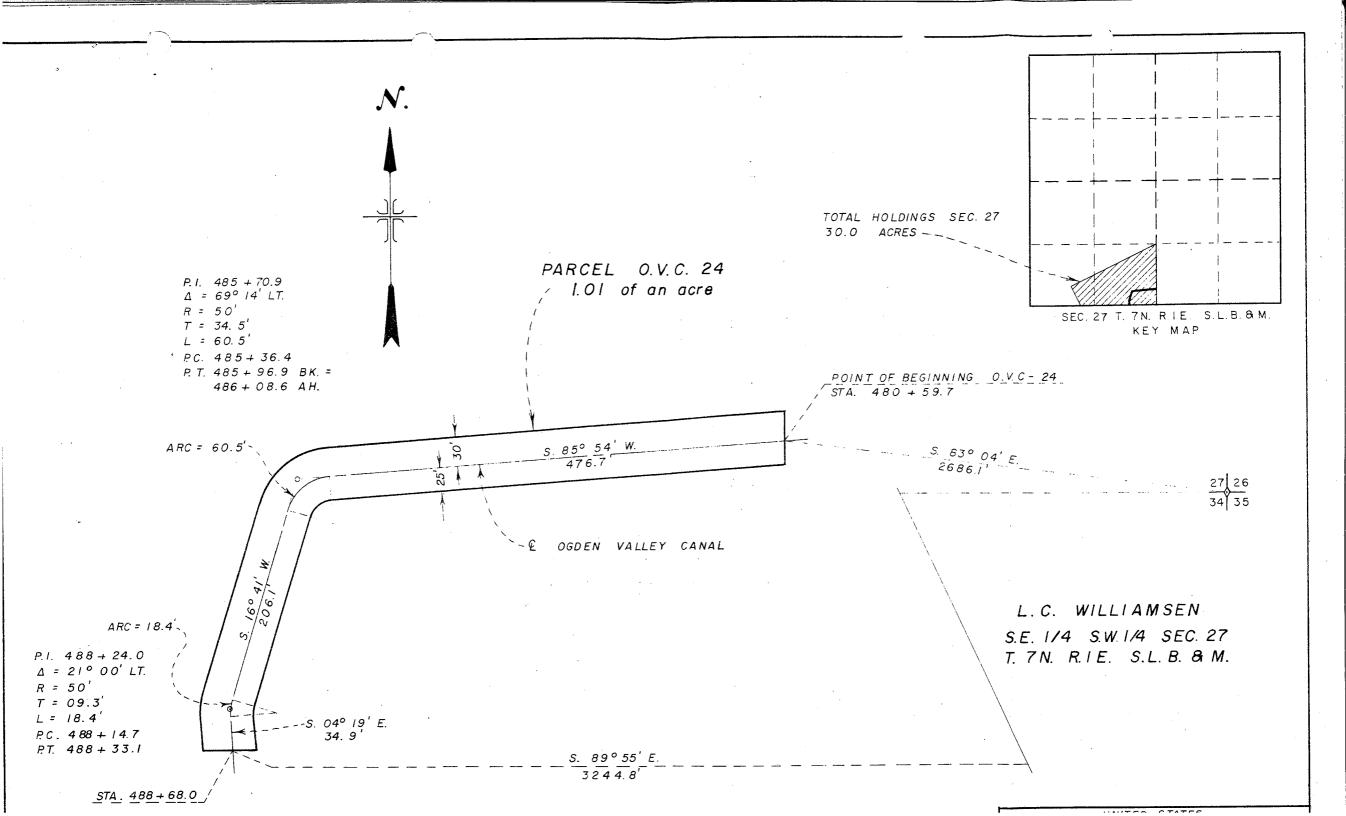
A strip of land in the Southeast Quarter of the Southeast Quarter (35\(\frac{1}{2}\)\) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) Rast, Salt lake Base and Maridian, Pifty-five (55) feet vide and included between two lines extended to the property lines and everywhere distant Chirty (30) feet on the right or Northerly and Newtonly sides and Twenty-five (25) feet on the left or Southerly and Nasterly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station \(\frac{1}{2}\)O-59.7 to Station \(\frac{1}{2}\)O-63.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Deginning at Sastion 400+59.7, a point on the Bast line of the Vendor's property from which point the Southeast exceer of said Section 27 bears South 83'04' Bast Exemptaix Humbred Righty-six and One-tenth (265.1) feet, and running thence South 85'54' West Four Bandred Seventy-six and Seven-tenths (476.7) feet; thence along a regular curve to the left with a radius of 50 feet for an arc distance of Baty and Pive-tenths (60.5) feet to Station 45'46.9 back equals Station 46'408.6 absad; thence South 16'41' West Two Bandred Six and One-tenth (206.1) feet; thence along a regular curve to the left with a radius of 50 feet for an arc distance of Righteen and Four-tenths (18.4) feet; thence South 17' Bast Entry-four and Bine-tenths (34.9) feet to Station 48'46'.0, a point on the Vendor's property from which point the Southeast corner of said Section 27 bears South 89'55' Bast Entry-two Bandred Forty-four and Eight-tenths (34.8) feet, containing 1.01 acres, some or less;

Together with all appurtenances therete belonging or in capuise opportaining.

32. 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 encambrance except: (1) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (11) rights-of-say for roads, mailroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over or across said lands in existence on such date.

30. The United States at its sole cost and expense, will: (1) provide an irrigation crossing at Station 485-85 and (11) operate and maintain all structures scross the Canal.



State of UIAH	\ \ss.		
County of WEBER	}~~.		
On this lst debefore me Lorenzo C. Will	ay of October liamsen and Reta E.	, 19 62 , perso . Williamsen, his wife,	nally appeared
to me known to be the indiv foregoing instrument, and ac voluntary act and deed, for	idual, or individuals, de knowledged that the	escribed in and who executed signed the same as	the within and eir free and
IN WITNESS WHERE day and year first above wri		et my hand and affixed my o	official seal the
		/s/ Loyd J. Ericso	; n
(SEAL)	Nota State	ary Public in and for the e of Utah	
(Seal affixed)	Resi My c	ding at Salt Lake Ci commission expires 1-8-65	ty, Utah
State of County of	}ss.		
I hereby certify that thi	, 19 and is du	for record at my office at ly recorded in Vol.	o'clock of
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County Recorder By		Fees, \$	
- Address			
391704	·		
State of Utah) ss	Fee paid \$6.00	O e la companya di santana di	<u> </u>
Filed and recorded for November 26, L:22 P.M Ruth Eames Olsen, Cours /s/Beverly Barclay	1. 1962, Book 727, 1 nty Recorder	Conservancy District pages 565-569	i la
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5. The Vendor shall produce 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

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S. Atter execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted secess to said property to survey for and construct reciencing volumes to said recianation works, free of any claim for damage or compensation on the part of the Cardes Tea Vendor and States of the States of the Cardes of t

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Continuation sheet of article 3

Parcel No. OVC-25A

A tract of land in the North Half of the Northwest Quarter $(N_2^1NW_{\frac{1}{4}})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southeasterly line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 50°57' West Fifteen Hundred Fifty-five and Two-tenths (1555.2) feet, and running thence North 12°03' East Twenty-five and Seven-tenths (25.7) feet; thence North 45°04' East One Hundred Fifty and Two-tenths (150.2) feet; thence North 31°19' East Fifty and Two-tenths (50.2) feet; thence North 86°31' East Thirty-five (35.0) feet to Station 230+45.4 of the centerline of the Ogden Valley Canal; thence continuing North 86°31' East Forty (40.0) feet; thence South 3°29' East Eight and Nine-tenths (8.9) feet to the Southeasterly line of the Vendor's property; thence along two courses of the Southeasterly line of the Vendor's property, South 30°23' West Six (6.0) feet; thence South 51°55' West Two Hundred Sixty-six and Seven-tenths (266.7) feet to the point of beginning, containing 0.18 of an acre, more or less; also

Parcel No. OVC-25B

A strip of land in the North Half of the Northwest Quarter (N2NW1) of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly and Northeasterly sides and Thirty-five (35) feet on the left or Westerly and Southwesterly sides of that portion of said centerline from Station 230+45.4 to Station 240+67.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 230+45.4, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 58°27' West Sixteen Hundred Twenty (1620.0) feet, and running thence North 3°29' West Two Hundred Forty-six and Six-tenths (246.6) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Eighty-two (82) feet; thence North 50°30' West Three Hundred Thirty-five and Nine-tenths (335.9) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Forty-three and Two-tenths (43.2) feet; thence North 25°44' West One Hundred Forty-four (144.0) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Fifty-seven and Five-tenths (57.5) feet; thence North 58°40' West One Hundred Twelve and Four-tenths (112.4) feet to Station 240+67.0, a point on the Vendor's North property line, from which point the Northwest corner of said Section 5 bears North 89°28' West Eight Hundred Forty-six (846.0) feet, containing 1.76 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

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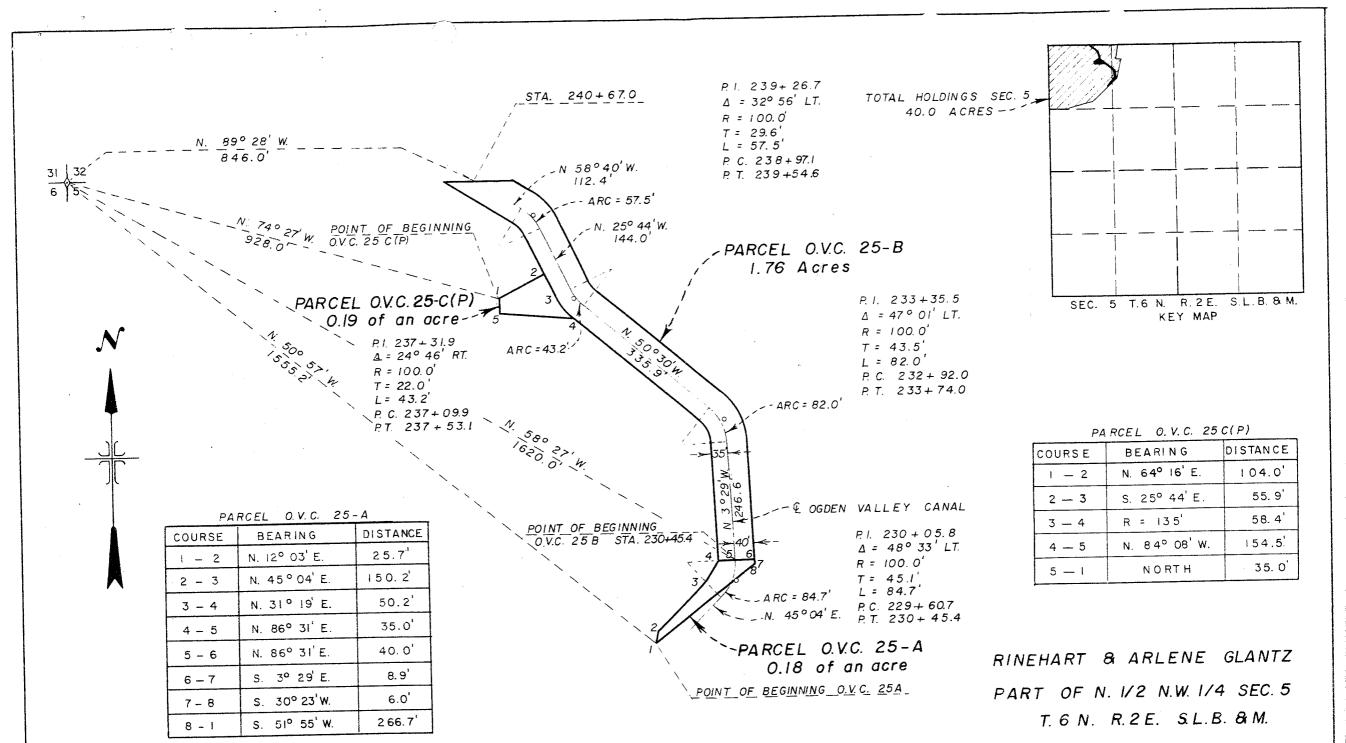
Parcel No. OVC-25C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A tract of land in the Northwest Quarter of the Northwest Quarter $(W_{\mu}^{1}W_{\mu}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, from which point the North-west corner of said Section 5 bears North 74°27' West Nine Hundred Twenty-eight (928.0) feet, and running thence North 64°16' East One Hundred Four (104.0) feet to the Southwesterly right-of-way line of the Ogden Valley Canal; thence along two courses of said Southwesterly line South 25°44' East Fifty-five and Nine-tenths (55.9) feet; thence along a regular curve to the left with a radius of 135 feet for an arc distance of Fifty-eight and Four-tenths (58.4) feet; thence North 84°08' West One Hundred Fifty-four and Five-tenths (154.5) feet; thence North Thirty-five (35.0) feet to the point of beginning, containing 0.19 of an acre, 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 United States at its sole cost and expense, will: (i) provide an irrigation crossing at Station 233+59; (ii) provide a farm road crossing at Station 235+97; (iii) provide a road crossing over siphon at Station 238+62; and (iv) operate and maintain all structures across the Canal.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-25A and OVC-25B in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-25C(P) subject to the easement herein agreed to be conveyed.
- 3d. 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 and no trees will be planted; (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.



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t**iv** protestas t

Continuation sheet of article 3

Parcel No. OVC-25A

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Parcel No. OVC-25B

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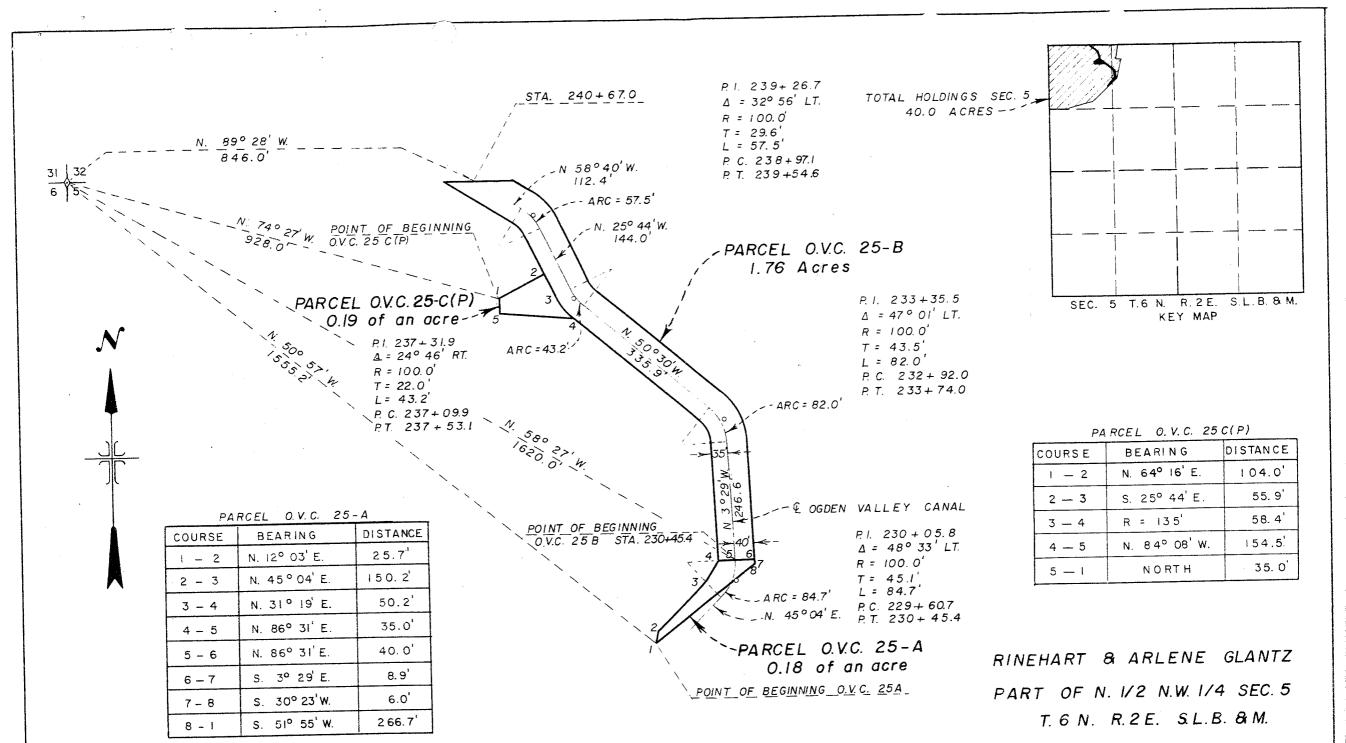
Parcel No. OVC-25C(P)

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- 3b. The United States at its sole cost and expense, will: (i) provide an irrigation crossing at Station 233+59; (ii) provide a farm road crossing at Station 235+97; (iii) provide a road crossing over siphon at Station 238+62; and (iv) operate and maintain all structures across the Canal.
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4. The United States shall purchase said property on the terms herein expressed, and on exacution 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 gause to be paid to the Vendor as full purchase price the sum of

dollars (8) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall produce 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 8 shall be borne by the United States.

- 6. In the event that liens or encumbrances, other than those expressly provided herein, 3e eapt. 3c east 13d States may, at its option, remove any and all such cutstanding liens and clickering and isometrical experience of same with the money so reserved, but this provision shall not be construed to enthorize the incurrence of any lien or encumbrance as against this conjugat, nor as an assumption of inny lien of encumbrance by the United States. State of the incurrence of the incurrence of the United States. It is conjugat, nor as an assumption of inny lien of encumbrance by the United States.
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 3. The Vendor shall sell and by good and sufficient deep convey to the United States

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S. Atter execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted secess to said property to survey for and construct reciencing volumes to said recianation works, free of any claim for damage or compensation on the part of the Cardes Tea Vendor and States of the States of the Cardes of t

said blocsedings shall be the same amount at the binchase blice percen blocked, or interest of the same and the same and the same acts amendatory thereof of supplementary thereto, between THE-UNITED STATES OF LAMERICA, hereinaften styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

10. The Vendor I'V MDs than BCH VS Es ICON I'B VE Person to solicit or secure this contract open cay agreement for a commussion percentage, proherage, or contingent fee. Brosch of this warvauty shell give the United States the right to annul the contract, or, in its discretion, to CERRATION the Contract price or consideration the amount of such commission, percentage, Heretage in cobloqueth fees. This werranty shall not apply to commissions payable by conferences upon contracts or sales sec Contractnose throughtons Lide established commissions upon contracts or sales sec Contractnose throughtons Lide established commission of BREVA CERECTAMATION

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Continuation sheet of article 3

Parcel No. OVC-25A

A tract of land in the North Half of the Northwest Quarter $(N_2^1NW_{\frac{1}{4}})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southeasterly line of the Vendor's property, from which point the Northwest corner of said Section 5 bears North 50°57' West Fifteen Hundred Fifty-five and Two-tenths (1555.2) feet, and running thence North 12°03' East Twenty-five and Seven-tenths (25.7) feet; thence North 45°04' East One Hundred Fifty and Two-tenths (150.2) feet; thence North 31°19' East Fifty and Two-tenths (50.2) feet; thence North 86°31' East Thirty-five (35.0) feet to Station 230+45.4 of the centerline of the Ogden Valley Canal; thence continuing North 86°31' East Forty (40.0) feet; thence South 3°29' East Eight and Nine-tenths (8.9) feet to the Southeasterly line of the Vendor's property; thence along two courses of the Southeasterly line of the Vendor's property, South 30°23' West Six (6.0) feet; thence South 51°55' West Two Hundred Sixty-six and Seven-tenths (266.7) feet to the point of beginning, containing 0.18 of an acre, more or less; also

Parcel No. OVC-25B

A strip of land in the North Half of the Northwest Quarter (N2NW1) of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Seventy-five (75) feet wide and included between two lines extended to the property line and everywhere distant Forty (40) feet on the right or Easterly and Northeasterly sides and Thirty-five (35) feet on the left or Westerly and Southwesterly sides of that portion of said centerline from Station 230+45.4 to Station 240+67.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 230+45.4, a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North 58°27' West Sixteen Hundred Twenty (1620.0) feet, and running thence North 3°29' West Two Hundred Forty-six and Six-tenths (246.6) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Eighty-two (82) feet; thence North 50°30' West Three Hundred Thirty-five and Nine-tenths (335.9) feet; thence along a regular curve to the right with a radius of 100 feet for an arc distance of Forty-three and Two-tenths (43.2) feet; thence North 25°44' West One Hundred Forty-four (144.0) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Fifty-seven and Five-tenths (57.5) feet; thence North 58°40' West One Hundred Twelve and Four-tenths (112.4) feet to Station 240+67.0, a point on the Vendor's North property line, from which point the Northwest corner of said Section 5 bears North 89°28' West Eight Hundred Forty-six (846.0) feet, containing 1.76 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining; also

CRIPTION CERTIFIED CORRECT

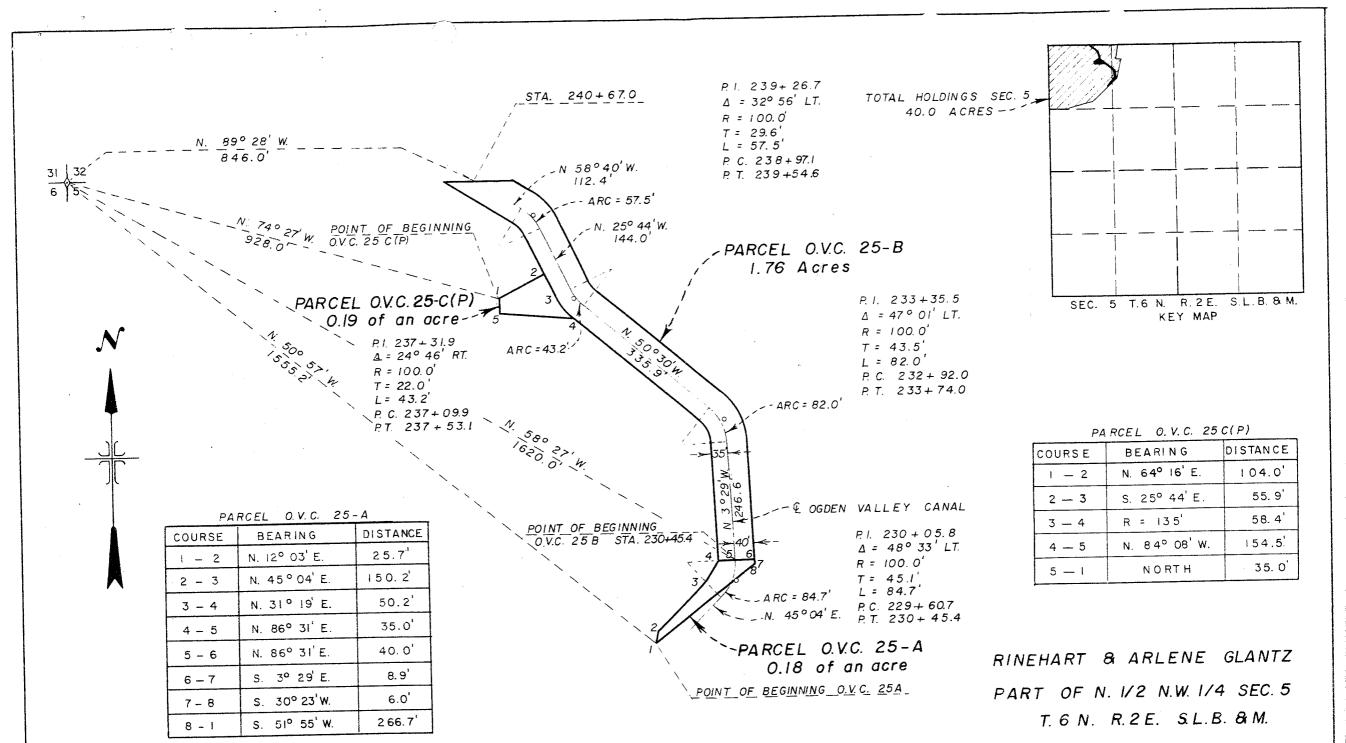
Parcel No. OVC-25C(P)

A perpetual easement to construct, reconstruct, operate and maintain a turnout structure from the Ogden Valley Canal, which will protrude above the ground surface, together with an underground pipeline or an open ditch, on, over or across the following described property:

A tract of land in the Northwest Quarter of the Northwest Quarter $(W_{\mu}^{1}W_{\mu}^{1})$ of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point in the Vendor's property, from which point the North-west corner of said Section 5 bears North 74°27' West Nine Hundred Twenty-eight (928.0) feet, and running thence North 64°16' East One Hundred Four (104.0) feet to the Southwesterly right-of-way line of the Ogden Valley Canal; thence along two courses of said Southwesterly line South 25°44' East Fifty-five and Nine-tenths (55.9) feet; thence along a regular curve to the left with a radius of 135 feet for an arc distance of Fifty-eight and Four-tenths (58.4) feet; thence North 84°08' West One Hundred Fifty-four and Five-tenths (154.5) feet; thence North Thirty-five (35.0) feet to the point of beginning, containing 0.19 of an acre, 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 United States at its sole cost and expense, will: (i) provide an irrigation crossing at Station 233+59; (ii) provide a farm road crossing at Station 235+97; (iii) provide a road crossing over siphon at Station 238+62; and (iv) operate and maintain all structures across the Canal.
- 3c. The Vendor reserves the right to: (i) retain possession of the property herein conveyed and described as Parcels Nos. OVC-25A and OVC-25B in article 3 hereof until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-25C(P) subject to the easement herein agreed to be conveyed.
- 3d. 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 and no trees will be planted; (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.



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