

Form 7-276

(8-60)

Copy for: P.O.

Tract No. OVC-1

Alden J. Rollo

Ogden Valley Canal

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-06-400-2743

Project: Weber Basin Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 29th day of August 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

ALDEN J. ROLLO and VERDA W. ROLLO, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber, State of Utah, to-wit: See attached continuation sheet of Article 3 for description and Articles 3a, 3b and 3c.

and the deed required by Article 3 shall be done by the United States... expenses which are hereby provided in this contract... and the United States shall be bound by the United States... and the United States shall be bound by the United States...

(Continuation sheet of Article 3)

Parcel No. OVC-1

A tract of land in the Southwest Quarter of the Northwest Quarter (SW¹/₄NW¹/₄) 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 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 Seventy-four 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 Seventy-two (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 Ninety-six 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.

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 [Signature] 11-8-62

Name

Date

10 | 11
15 | 14

N 3° 44' W
1694.0'

NORTH
41.4'

S. 46° 30' E.
40.7'

ARC = 74.7'
R = 95.0'

POINT OF BEGINNING O.V.C-1
STA. 12+30.0

P.I. 11+93.6
Δ = 45° 00' LT.
R = 65.0'
T = 26.9'
L = 51.1'
P.C. 11+66.7
P.T. 12+17.7

NORTH
301.5'

S. 1° 30' E.
116.8'

P.I. 11+26.1 BK. =
10+47.8 AH.
Δ = 4° 06' RT.

PARCEL O.V.C-1

N. 84° 24' E.
115.8'

N. 89° 26' E.
472.0'

S. 0° 34' E.
75.0'

OGDEN VALLEY CANAL

1.44 Acres

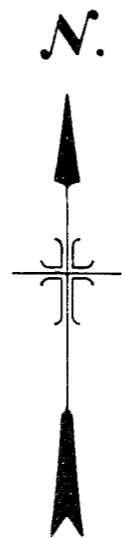
458.4'
S. 89° 26' W.

196.6'
S. 84° 24' W.

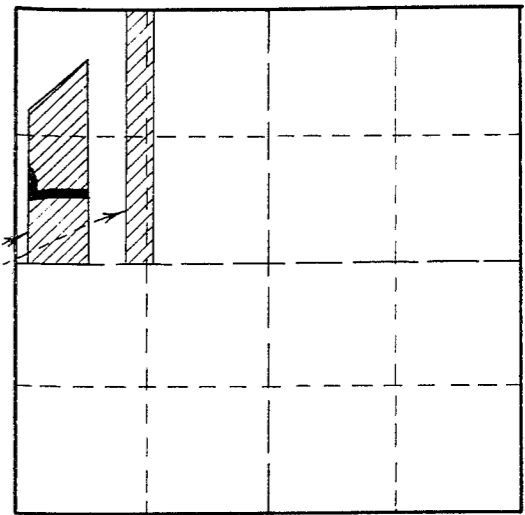
P.I. 10+42.1
Δ = 90° 00' RT.

P.I. 9+00
Δ = 5° 02' LT.

STA. 4+28.0



TOTAL HOLDINGS
SEC. 14, 28.7 ACRES



SEC. 14 T.6N. R.2E. S.L.B.&M.
KEY MAP

ALDEN J. ROLLO

S.W. 1/4 N.W. 1/4 SEC. 14
T.6N. R.2E. S.L.B.&M.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 29th day of August, 1962, personally appeared before me Alden J. Rollo and Verda W. Rollo, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

392527 \$6.00

STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR
Weber Basin Water Conservancy Dist.
Dec. 7, 1962 - 10:40 A.M.

IN BOOK 728 OF RECORDS
PAGE 607-611
RUTH EAMES OLSEN

COUNTY RECORDER

/s/ Marian L. Wheeler

Copy for:

Parcel No. OVC-2A, 2B(T)
Peery Land & Livestock Co.
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-06-400-2668

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT made this 25th day of August 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

BASIN LAND AND LIVESTOCK COMPANY, a Utah corporation,
(formerly Peery Land and Livestock Company)

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:

See attached continuation sheets of Article 3 for description and Articles 3a, 3b, 3c and 3d.

and the deed referred to in Article 3 shall be recorded by the United States... the Vendor shall be released by the United States...

and from time to time the Vendor shall be bound to the United States... The United States shall acquire title to the land...

Continuation sheet of article 3

Parcel No. OVC-2A

A strip of land in the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Fourteen (14) and in the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) 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 $3^{\circ}44'$ West Sixteen Hundred Ninety-four (1694.0) feet, and running thence North $46^{\circ}30'$ 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 $0^{\circ}49'$ 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 $89^{\circ}13'$ 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 $23^{\circ}03'$ West; from which point the Northeast corner of said Section 15 bears North $19^{\circ}18'$ 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 $3^{\circ}10'$ West Nineteen Hundred Ninety-four and Seven-tenths (1994.7) feet, and running thence South $84^{\circ}24'$ West Seventy (70.0) feet, thence North $5^{\circ}36'$ West Sixty-five (65.0) feet; thence North $84^{\circ}24'$ East Seventy-six and Four-tenths (76.4) feet

Description Certified Correct
By Edith Johnson Not. 12, 1962
TMC

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.

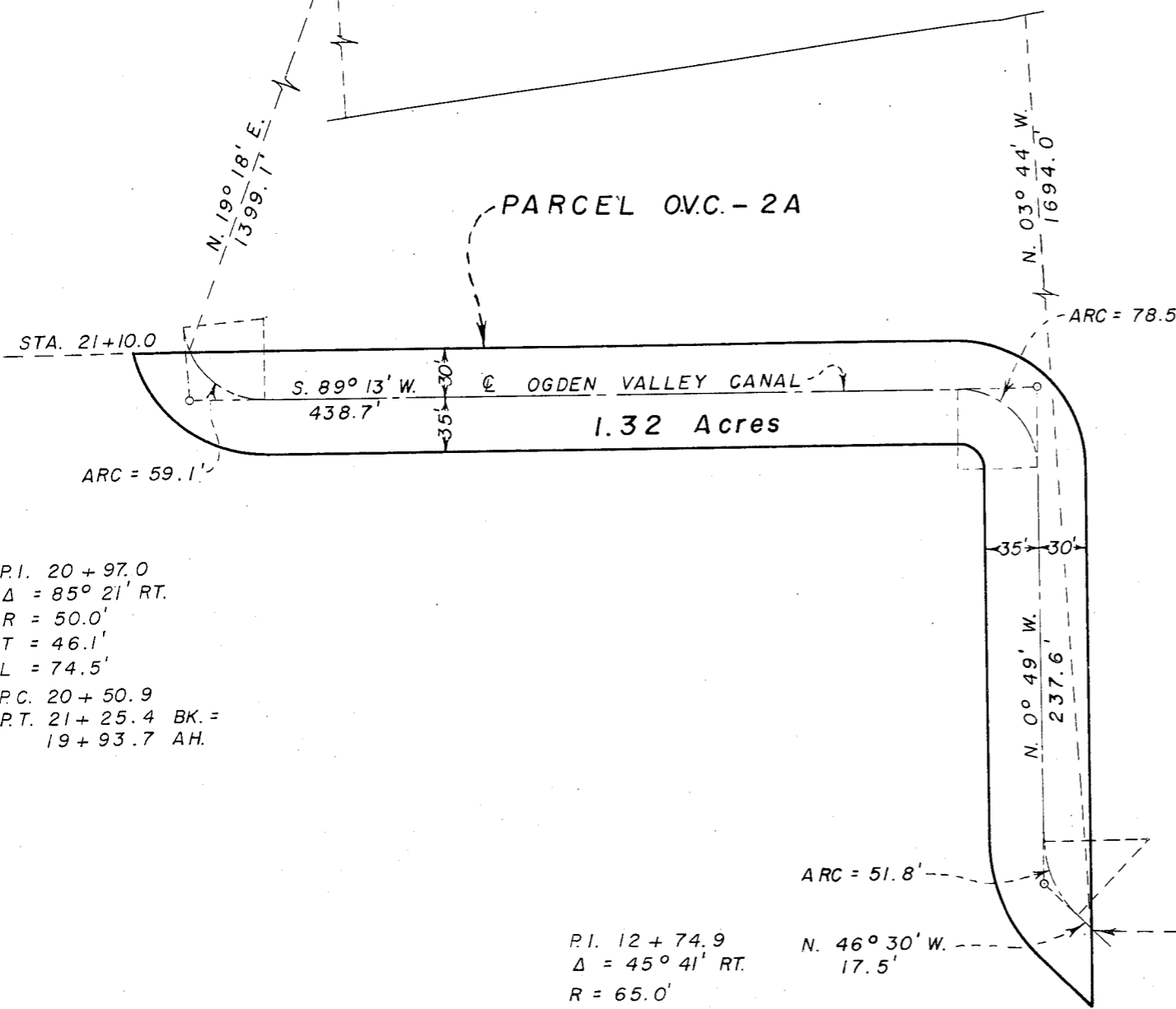
3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.

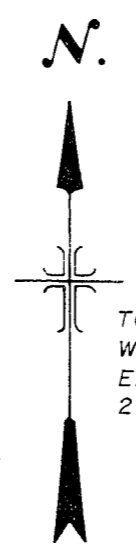
3d. The United States agrees to record a notice terminating the temporary easement upon completion of the construction work.

10 | 11
15 | 14

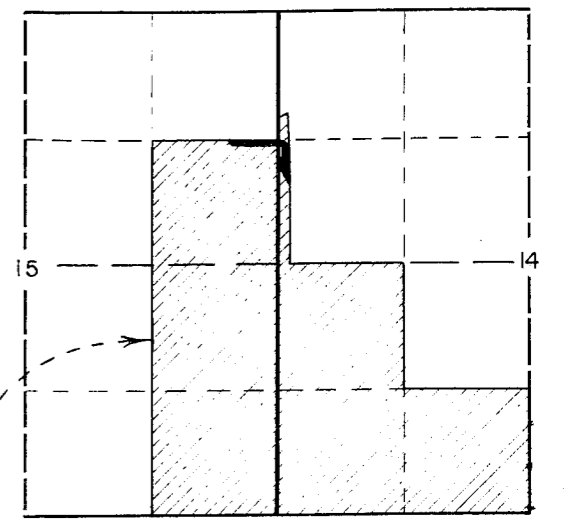


P.I. 20 + 97.0
 $\Delta = 85^\circ 21' \text{ RT.}$
 $R = 50.0'$
 $T = 46.1'$
 $L = 74.5'$
 P.C. 20 + 50.9
 P.T. 21 + 25.4 BK. =
 19 + 93.7 AH.

P.I. 12 + 74.9
 $\Delta = 45^\circ 41' \text{ RT.}$
 $R = 65.0'$
 $T = 27.4'$
 $L = 51.8'$
 P.C. 12 + 47.5
 P.T. 12 + 99.3 BK. =
 12 + 96.1 AH.



TOTAL HOLDINGS
 W 1/2 SEC. 14
 E 1/2 SEC. 15
 244.0 ACRES.



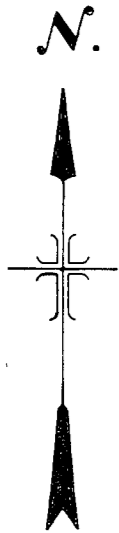
SEC. 14 & 15 T. 6 N. R. 2 E. S.L.B.&M.
 KEY MAP

P.I. 15 + 83.7
 $\Delta = 89^\circ 57' \text{ LT.}$
 $R = 50.0'$
 $T = 50.0'$
 $L = 78.5'$
 P.C. 15 + 33.7
 P.T. 16 + 12.2

PEERY LAND & LIVESTOCK CO.

S.W. 1/4 N.W. 1/4 SEC. 14
 S.E. 1/4 N.E. 1/4 SEC. 15
 T. 6 N. R. 2 E. S.L.B.&M.

POINT OF BEGINNING OVC-2A
 STA. 12+30.0



10 | 11
15 | 14

PARCEL O.V.C.-2B(T)

N. 3° 10' W.
1994.7

N. 84° 24' E.
76.4'

N. 5° 36' W.
65.0'

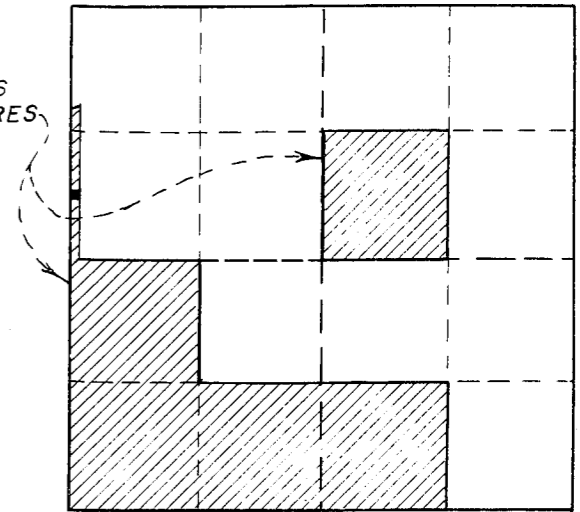
0.11 of an acre

65.4' SOUTH

70.0'
S. 84° 24' W.

POINT OF BEGINNING O.V.C. 2B(T)

TOTAL HOLDINGS
SEC. 14, 204 ACRES



SEC. 14 T.6N. R.2E. S.L.B.&M.
KEY MAP

PEERY LAND & LIVESTOCK CO.

S.W. 1/4 N.W. 1/4 SEC. 14
T. 6 N. R.2 E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of _____ }
County of _____ } ss.

On this _____ day of _____, 19____, personally appeared _____ to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL) _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19____, and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder

397697 GPO 840759
STATE OF UTAH)
) ss Fee \$7.50
COUNTY OF WEBER)

Filed and recorded for Weber Basin Water C. D., March 5, 10:57 a.m., 1963, in Book 736 of Record, Page 81-86,
Ruth Eames Olsen
County Recorder

/s/ Lillian N. Petersen

Copy from *R. O. M.*
Parcel No. **OVC-3A**
Hannah J. Knight, et al
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **14-06-400-2670**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **5th** day of **September**, 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 Interior, and

RONALD I. JOHNSON, a single man, and HANNAH JOHNSON KNIGHT, a married woman,

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 **Weber** State of **Utah** to-wit:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

Continuation sheet of article 3

Parcel No. OVC-3A

A strip of land in the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) 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 $19^{\circ}18'$ 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 $23^{\circ}03'$ 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 $5^{\circ}27'$ 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 $77^{\circ}38'$ 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 $71^{\circ}40'$ East Nineteen Hundred Two and Two-tenths (1902.2) feet, containing 2.84 acres, more or less;

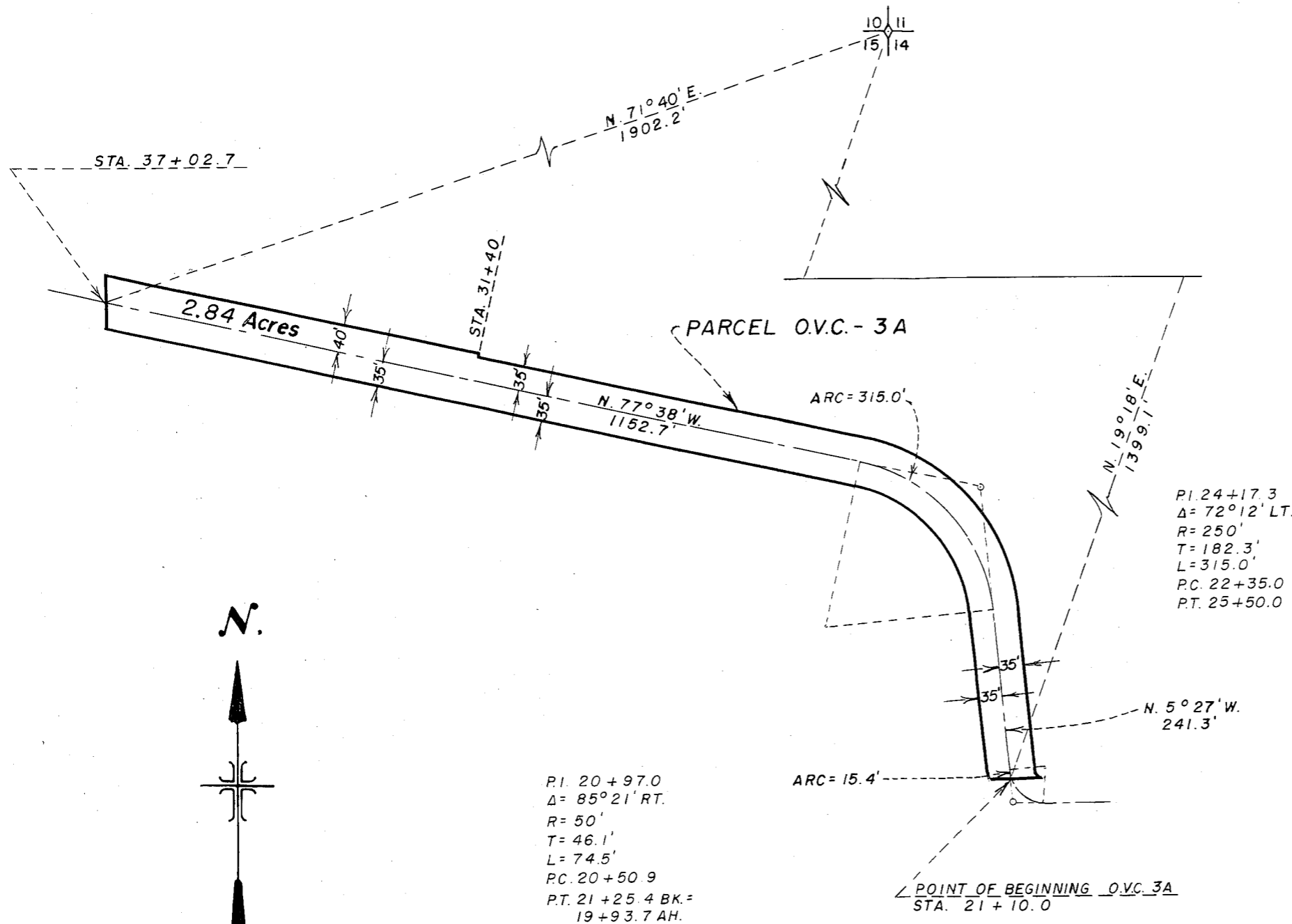
Together with all appurtenances thereto belonging or in anywise appertaining.

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.

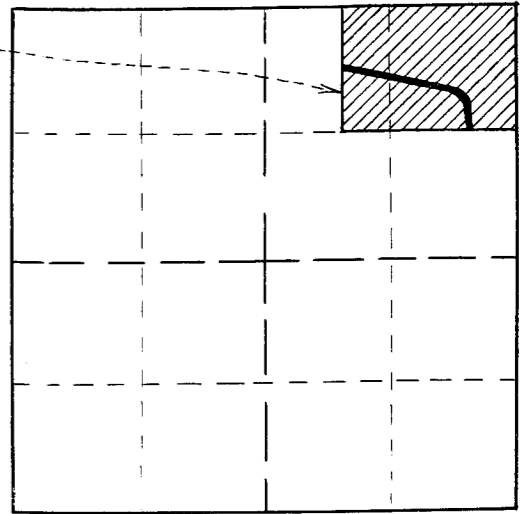
3b. The United States at its sole cost and expense, will: (i) fence along the Canal right-of-way with a 26" woven wire net and three barbed wires from Station 21+10.0 back to approximate Station 21+00 ahead; (ii) construct an irrigation crossing at Station 23+70 and Station 30+30; (iii) provide a farm road crossing at Station ~~25+00~~²⁵⁺⁰⁰; (iv) provide a drain crossing at Station 35+00; (v) operate and maintain all structures across the Canal; (vi) maintain 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.

Description Certified Correct
By /s/ C. H. Jackson
Date Mar. 12, 1962

/s/ R.I.J.
/s/ H.J.K.



TOTAL HOLDINGS
SEC. 15, 56 ACRES



SEC. 15, T. 6 N., R. 2 E., S. L. B. & M.
KEY MAP

HANNAH J. KNIGHT &
 RONALD I. JOHNSON
 N. 1/2 N.E. 1/4 SEC. 15
 T. 6 N., R. 2 E., S. L. B. & M.

ACKNOWLEDGMENT OF VENDOR

State of UTAH)
County of WEBER) ss.

On this 5th day of September, 1962, personally appeared before me Hannah Johnson Knight, a married woman, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of)
County of) ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

State of Utah)
County of Weber) ss 389637 Fee \$6.00

Filed and recorded for Weber Basin Water Cons. Dist., October 24, 2:32 p.m., 1962, in Book 724 of Record, Page 634-638, Ruth Eames Olsen, County Recorder.

/s/ Beverly Barclay

Darold E. Michelson

Form 7-276

(8-60)

Copy for:

R. O. Mc...

Darold Michelson

System Valley

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Contract No. 14-66-400-2744

Webber Basin Project Upper Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 5th 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

DAROLD E. MICHELSON, also known as DAROLD MICKELSEN, also known as DAROLD MICHELSON, and WANDA MICHELSON, his wife hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of _____ State of _____ to-wit:

[Faded text describing the real estate being sold]

[Faded text describing the terms of the sale and any warranties]

[Faded text, likely the signature block and closing provisions]

Continuation sheet of article 3

Parcel No. OVC-4A

A strip of land in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) 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 $71^{\circ}39'$ East Nineteen Hundred Two and Two-tenths (1902.2) feet and running thence North $77^{\circ}38'$ 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 $30^{\circ}21'$ 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 $62^{\circ}14'$ 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 Seven-tenths (158.7) feet; thence North $87^{\circ}27'$ 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 $76^{\circ}30'$ 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 $80^{\circ}19'$ 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 ($NW\frac{1}{4}NE\frac{1}{4}$) 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.

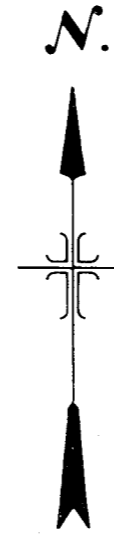
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.

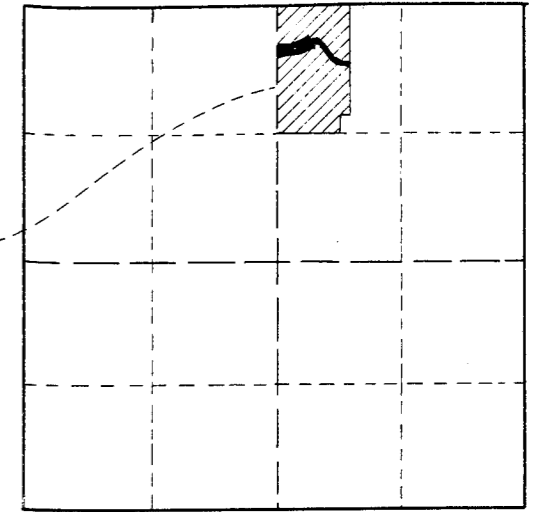
3c. The Vendor reserves the right to: (i) retain possession of the prop-^{/s/} DEM erty herein conveyed and described as Parcel No. OVC-4A in article 3 hereof ^{/s/} WM until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-4C(P) subject to the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

P.I. 45+87.4
 $\Delta = 16^\circ 02' \text{ Lt.}$
 R = 200'
 T = 28.2'
 L = 56.0'
 P.C. 45+59.3
 P.T. 46+15.3

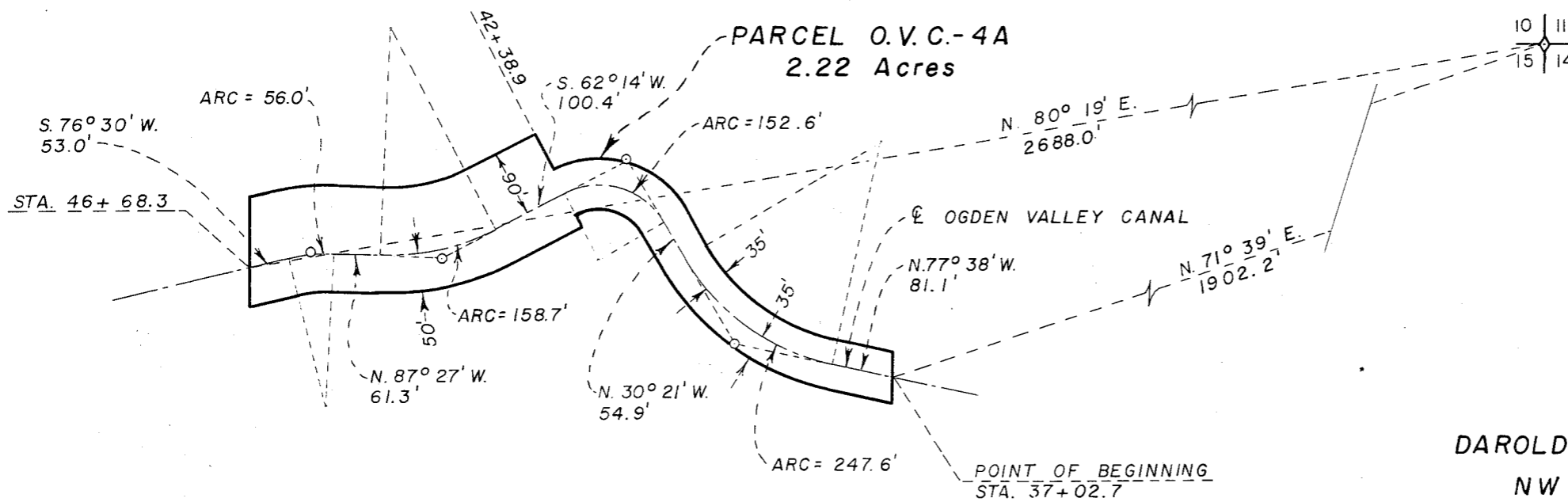
P.I. 41+81.9
 $\Delta = 87^\circ 25' \text{ Lt.}$
 R = 100'
 T = 95.6'
 L = 152.6'
 P.C. 40+86.3
 P.T. 42+38.9



TOTAL HOLDINGS
 SEC. 15, 21 ACRES



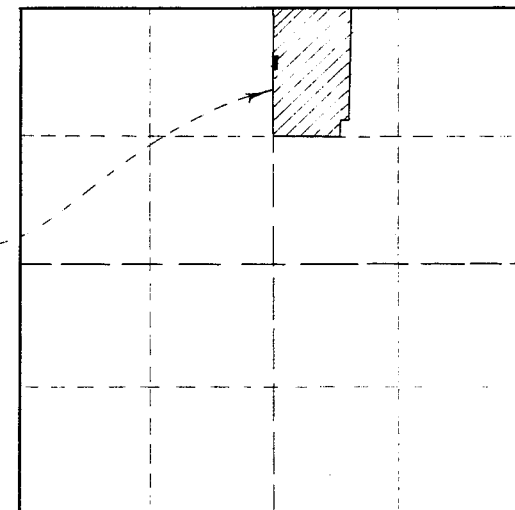
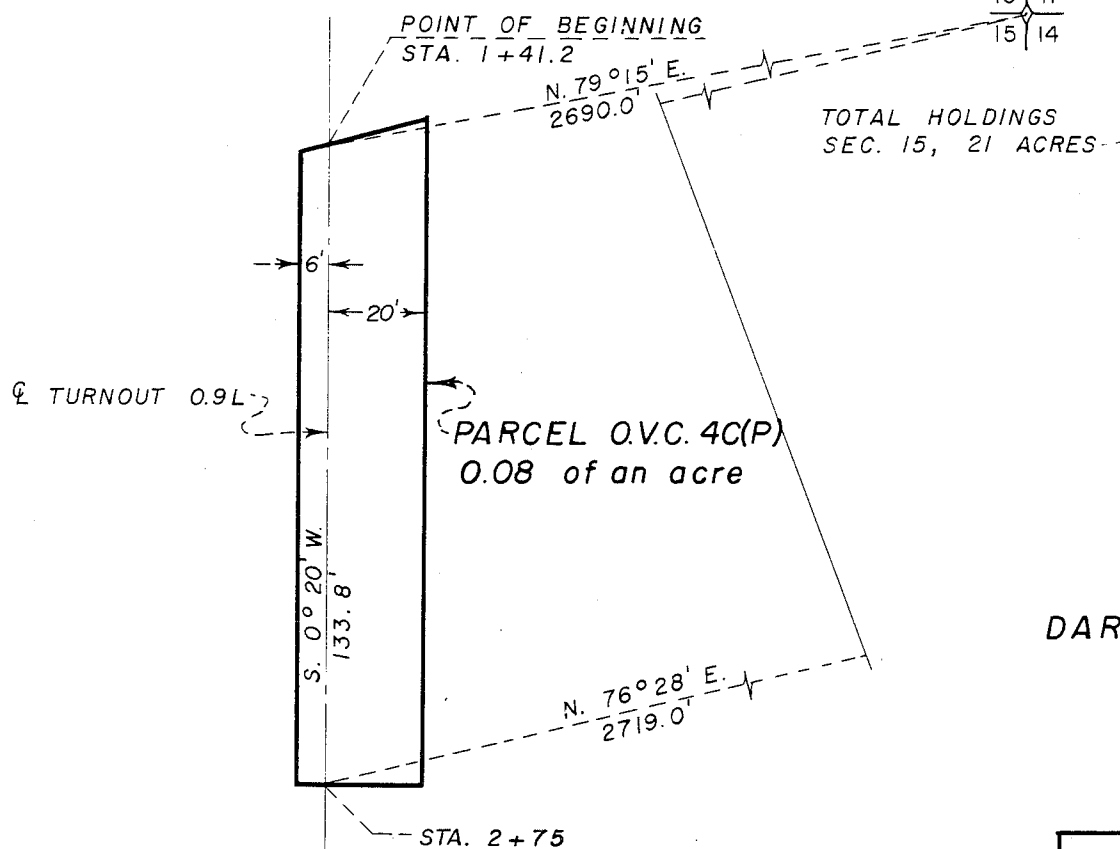
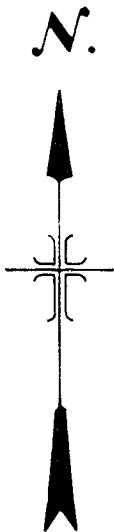
SEC. 15 T.6N., R.2E. S.L.B.&M.
 KEY MAP



P.I. 44+20.6
 $\Delta = 30^\circ 19' \text{ RT.}$
 R = 300'
 T = 81.3'
 L = 158.7'

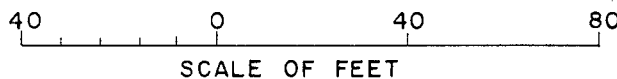
P.I. 39+15.1
 $\Delta = 47^\circ 17' \text{ RT.}$
 R = 300'
 T = 131.3'

DAROLD & WANDA MICHELSON
 NW 1/4 N.E. 1/4 SEC. 15
 T. 6 N., R. 2 E. S. L. B. & M.



SEC. 15 T.6N., R.2E. S.L.B.8M.
KEY MAP

DAROLD & WANDA MICHELSON
N.W. 1/4 N.E. 1/4 SEC. 15
T. 6 N., R. 2 E., S.L.B. & M.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION WEBER BASIN PROJECT - UTAH OGDEN VALLEY CANAL PARCEL O.V.C. 4C(P) OWNERSHIP MAP	
DRAWN R.S.H.	SUBMITTED <i>Ref. T. Brunzelgl</i>
TRACED R.S.H.	RECOMMENDED
CHECKED <i>Full</i>	APPROVED <i>Clinton D. Woods</i>
WEBER BASIN PROJECTS OFFICE OGDEN, UTAH MAR. 12, 62	
526-412-5471	

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Weber } ss.

On this 5th day of September, 1962, personally appeared before me Donald E. Michelson and Wanda Michelson, his wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

/s/ Lloyd J. Ericson
Notary Public in and for the
State of Utah
Residing at Salt Lake City, Utah
My commission expires 1/8/65

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

392526 \$8.00

STATE OF UTAH)
COUNTY OF WEBER) SS.
FILED AND RECORDED FOR
Weber Basin Water Conservancy Dist.

Dec. 7, 1962 - 10:39 A.M.
IN BOOK 728 OF RECORD
PAGE 601-606
RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Marian L. Wheeler

Darold E. Michelson

Form 7-276

(8-60)

Copy for:

R. O. Mc...

Donald Michelson

System Valley

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-66-400-2744

Webster Basin Project
System Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 5th 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

DAROLD E. MICHELSON, also known as DAROLD MICKELSEN, also known as DAROLD MICHELSON, and WANDA MICHELSON, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Webster, State of Iowa, to-wit:

Continuation sheet of article 3

Parcel No. OVC-4A

A strip of land in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) 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 $71^{\circ}39'$ East Nineteen Hundred Two and Two-tenths (1902.2) feet and running thence North $77^{\circ}38'$ 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 $30^{\circ}21'$ 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 $62^{\circ}14'$ 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 Seven-tenths (158.7) feet; thence North $87^{\circ}27'$ 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 $76^{\circ}30'$ 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 $80^{\circ}19'$ 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 ($NW\frac{1}{4}NE\frac{1}{4}$) 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.

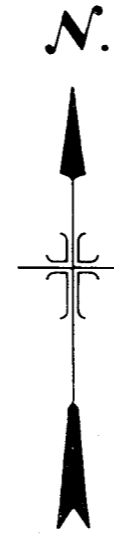
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.

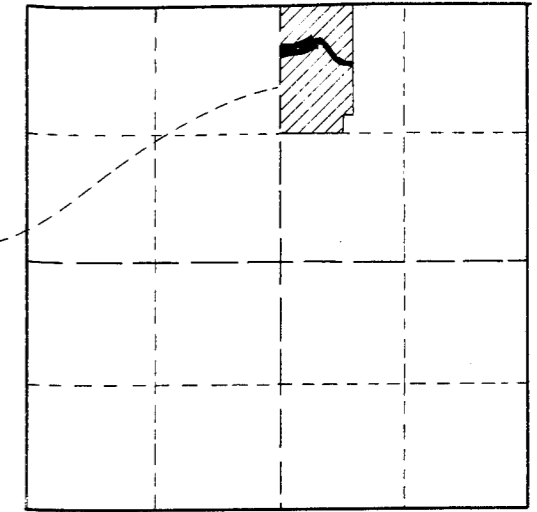
3c. The Vendor reserves the right to: (i) retain possession of the prop-^{/s/} DEM erty herein conveyed and described as Parcel No. OVC-4A in article 3 hereof ^{/s/} WM until the date of this contract; and (ii) to retain possession of the property described herein as Parcel No. OVC-4C(P) subject to the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

P.I. 45+87.4
 $\Delta = 16^\circ 02' \text{ Lt.}$
 R = 200'
 T = 28.2'
 L = 56.0'
 P.C. 45+59.3
 P.T. 46+15.3

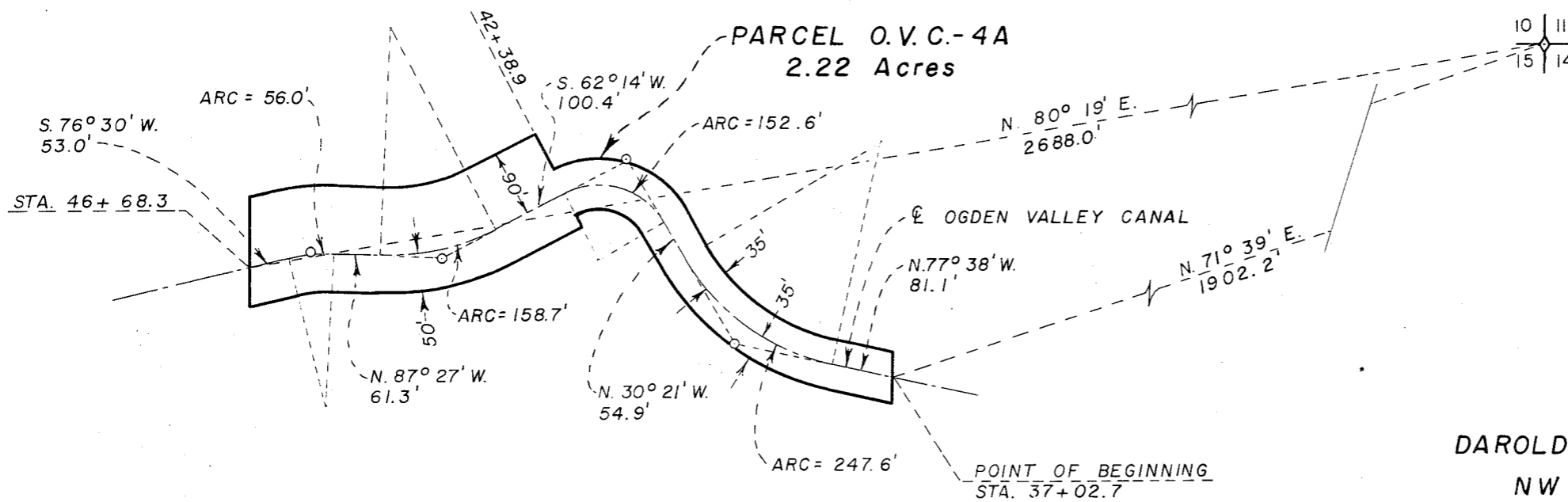
P.I. 41+81.9
 $\Delta = 87^\circ 25' \text{ Lt.}$
 R = 100'
 T = 95.6'
 L = 152.6'
 P.C. 40+86.3
 P.T. 42+38.9



TOTAL HOLDINGS
 SEC. 15, 21 ACRES



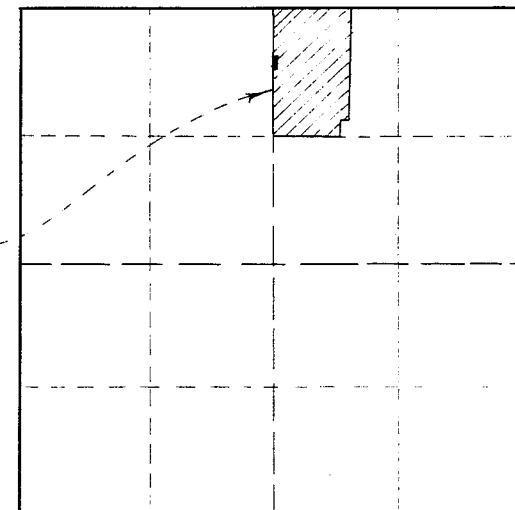
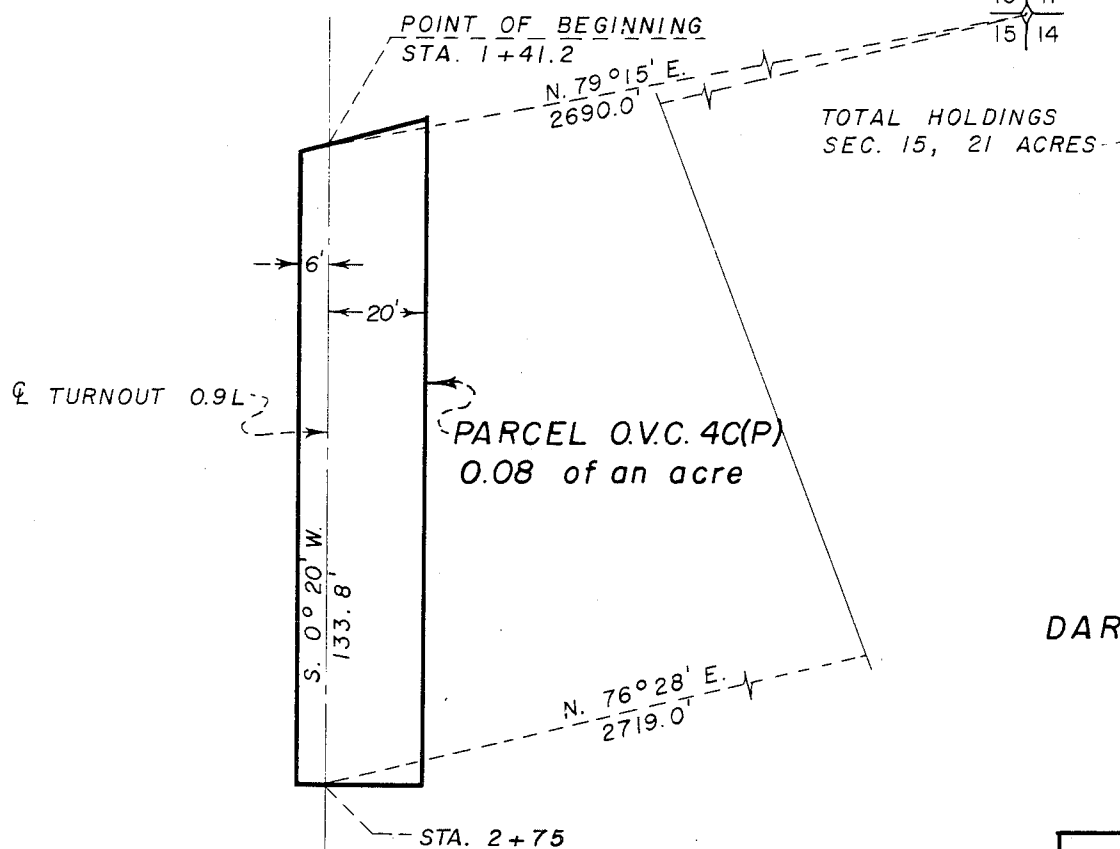
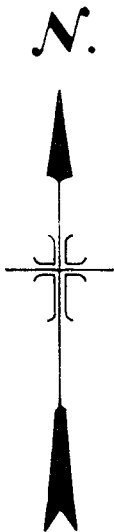
SEC. 15 T.6N., R.2E. S.L.B.&M.
 KEY MAP



P.I. 44+20.6
 $\Delta = 30^\circ 19' \text{ RT.}$
 R = 300'
 T = 81.3'
 L = 158.7'

P.I. 39+15.1
 $\Delta = 47^\circ 17' \text{ RT.}$
 R = 300'
 T = 131.3'

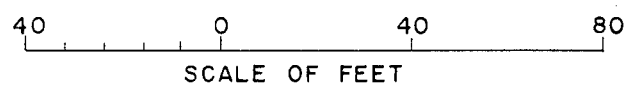
DAROLD & WANDA MICHELSON
 NW 1/4 N.E. 1/4 SEC. 15
 T. 6 N., R. 2 E. S.L.B. & M.



SEC. 15 T.6N., R.2E. S.L.B.8M.
KEY MAP

TOTAL HOLDINGS
SEC. 15, 21 ACRES

DAROLD & WANDA MICHELSON
N.W. 1/4 N.E. 1/4 SEC. 15
T. 6 N., R. 2 E., S.L.B. & M.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION WEBER BASIN PROJECT - UTAH OGDEN VALLEY CANAL PARCEL O.V.C. 4C(P) OWNERSHIP MAP	
DRAWN R.S.H.	SUBMITTED <i>Ref. T. Brunzelgl</i>
TRACED R.S.H.	RECOMMENDED
CHECKED <i>Full</i>	APPROVED <i>Clinton D. Woods</i>
WEBER BASIN PROJECTS OFFICE OGDEN, UTAH MAR. 12, 62	
526-412-5471	

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Weber } ss.

On this 5th day of September, 1962, personally appeared before me Donald E. Michelson and Wanda Michelson, his wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

/s/ Lloyd J. Ericson
Notary Public in and for the
State of Utah
Residing at Salt Lake City, Utah
My commission expires 1/8/65

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

392526 \$8.00

STATE OF UTAH)
COUNTY OF WEBER) SS.
FILED AND RECORDED FOR
Weber Basin Water Conservancy Dist.

Dec. 7, 1962 - 10:39 A.M.
IN BOOK 728 OF RECORD
PAGE 601-606

RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Marian L. Wheeler

Right of way

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-06-400-2742

Project

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 2nd day of October, 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

LEONARD F. GARNER and EDITH L. GARNER, also known as EDITH LEMMON GARNER, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of _____ State of _____ to-wit:

3a, 3b, 3c, and 3d. _____

and the deed recited shall contain the following provisions: _____

Continuation sheet of article 3

Parcel No. OVC-5

A strip of land in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) 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 $80^{\circ}19'$ East Twenty-six Hundred Eighty-eight (2688.0) feet, and running thence South $76^{\circ}30'$ 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 $53^{\circ}04'$ 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 $75^{\circ}11'$ 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 Four-tenths (99.4) feet; thence South $89^{\circ}25'$ 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 $72^{\circ}22'$ West Twenty-one Hundred Three and Eight-tenths (2103.8) feet, containing 2.62 acres, more or less;

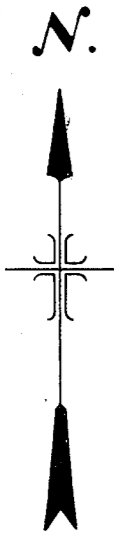
Together with all appurtenances thereto belonging or in anywise appertaining.

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/ LFG /s/ ELG

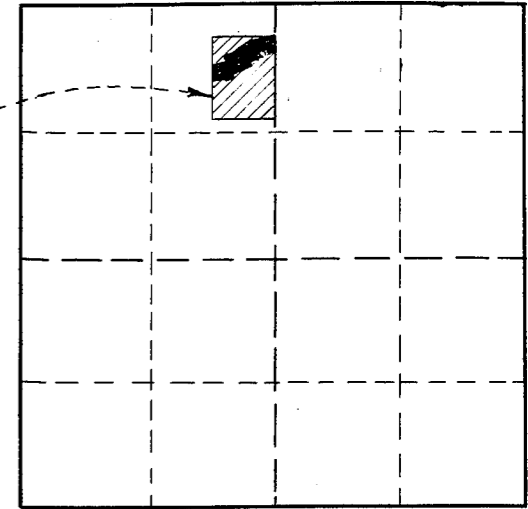
3c. The United States at its sole cost and expense, will: (i) provide a farm road crossing for livestock at approximate Station 53+19; (ii) provide a livestock watering inlet at approximate Station 52+35; and (iii) operate and maintain all structures across the Canal.

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/ LFG /s/ ELG

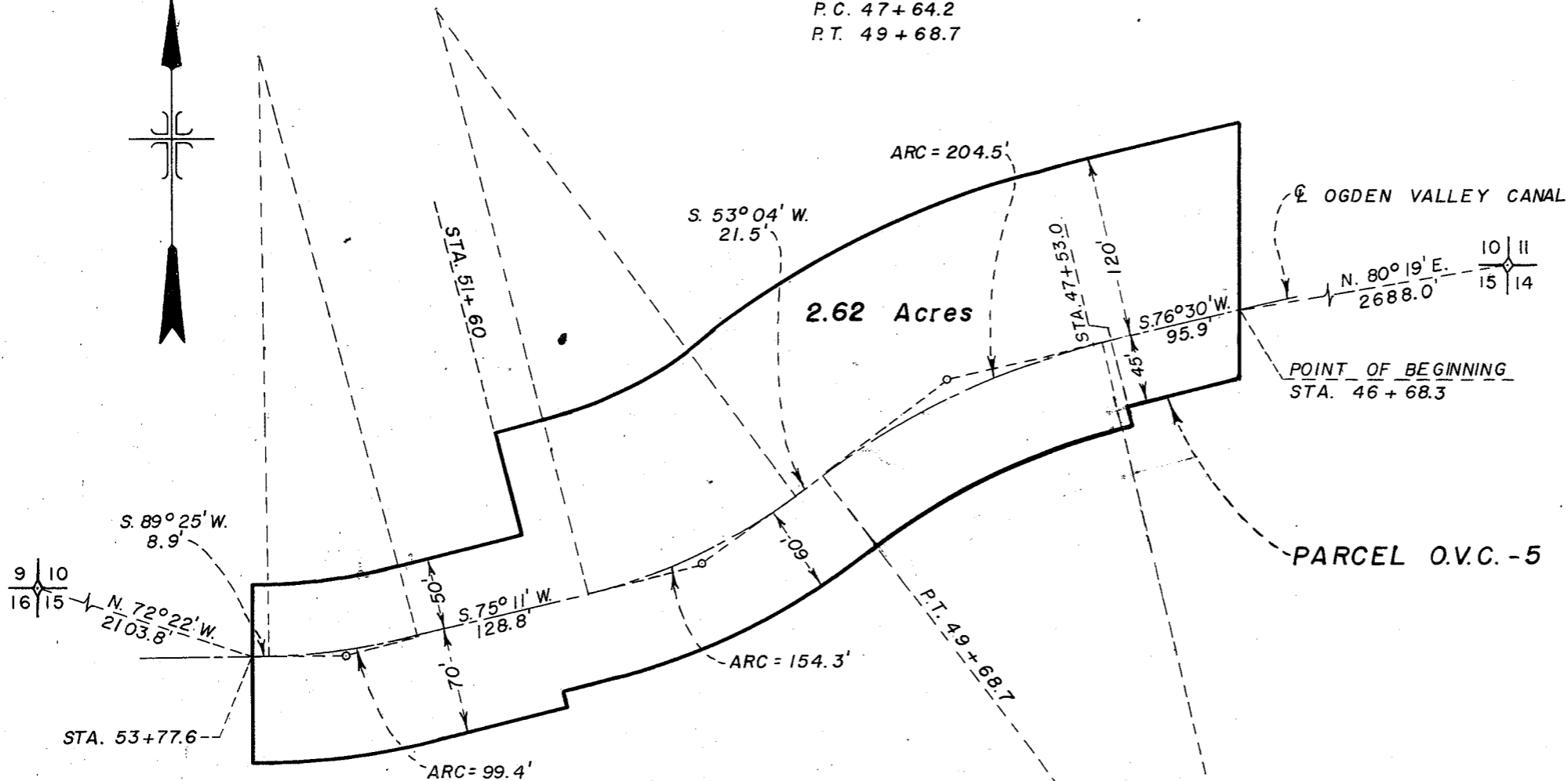


P.I. 48 + 67.9
 $\Delta = 23^\circ 26'$ LT.
 R = 500'
 T = 103.7'
 L = 204.5'
 P.C. 47 + 64.2
 P.T. 49 + 68.7

TOTAL HOLDINGS
 SEC. 15 13.3 ACRES



SEC. 15 T. 6 N., R. 2 E. S. L. B. & M.
 KEY MAP



P.I. 50 + 68.3
 $\Delta = 22^\circ 06'$ RT.
 R = 400'
 T = 78.1'
 L = 154.3
 P.C. 49 + 90.2
 P.T. EQ. 51 + 44.5 BK. =
 51 + 40.5 AH.

P.I. 53 + 19.3
 $\Delta = 14^\circ 14'$ RT.
 R = 400'
 T = 50.0'

LEONARD F. AND
 EDITH L. GARNER
 N.E. 1/4 N.W. 1/4 SEC. 15
 T. 6 N. R. 2 E., S. L. B. & M.

10-2-62	REDUCED WIDTH TO 165 FT. FROM STA. 46+68.3 TO STA. 47+53.0 & 180 FT. WD. FROM STA. 47+53.0 TO STA. 49+68.7
412 <i>file</i>	
9-6-62	INCREASED WIDTH TO 210 FT. FROM STA. 46+68.3 TO STA. 49+68.7
412 <i>file</i>	

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 2nd day of October, 1962, personally appeared before me Leonard F. Garner and Edith L. Garner, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

(Seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

APPROVED _____
GPO 840759

393316

State of Utah } ss. Fee paid \$7.00
County of Weber }

Filed and recorded for Weber Basin Water Conservancy District
December 18, 2:23 P.M., 1962, Book 730 of record, pages 7-11

Ruth Eames Olsen, County Recorder
/s/ Irene H. Clark

THE GREAT SEAL OF THE STATE OF UTAH

HEREBY APPROVED

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

Copy for: *Proj. Off.*
Parcels OVC-6A and OVC-6B
Harvey P. Bingham, et al.
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 44-06-400-2766

Project
Weber Basin
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT made this 17th 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

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A Utah Corporation sole, and HARVEY P. BINGHAM and SARAH CECIL HARRIS BINGHAM, also known as CECIL HARRIS BINGHAM, also known as SARAH C. BINGHAM, his wife, 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 with covenants of warranty 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:

(See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c)

and the deed required by article 3 shall be recorded by the Vendor within a reasonable time after the date of this contract, the expense of recording this contract and the expense of this purchase shall be paid by the Vendor and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land

and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land and the Vendor shall be responsible for the payment of all taxes and assessments levied on the land

Continuation sheet of article 3

Parcel No. OVC-6A

A strip of land in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) 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 Eighty-five (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 $72^{\circ}22'$ West Twenty-one Hundred Three and Eight-tenths (2103.8) feet, and running thence South $89^{\circ}25'$ 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 $58^{\circ}08'$ 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 $72^{\circ}19'$ 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 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Fifteen (15) and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) 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

DESCRIPTION CERTIFIED CORRECT

By *[Signature]* Name
Date *Nov 16 1982*

(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 Sixty-four 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:

A tract of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) 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 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

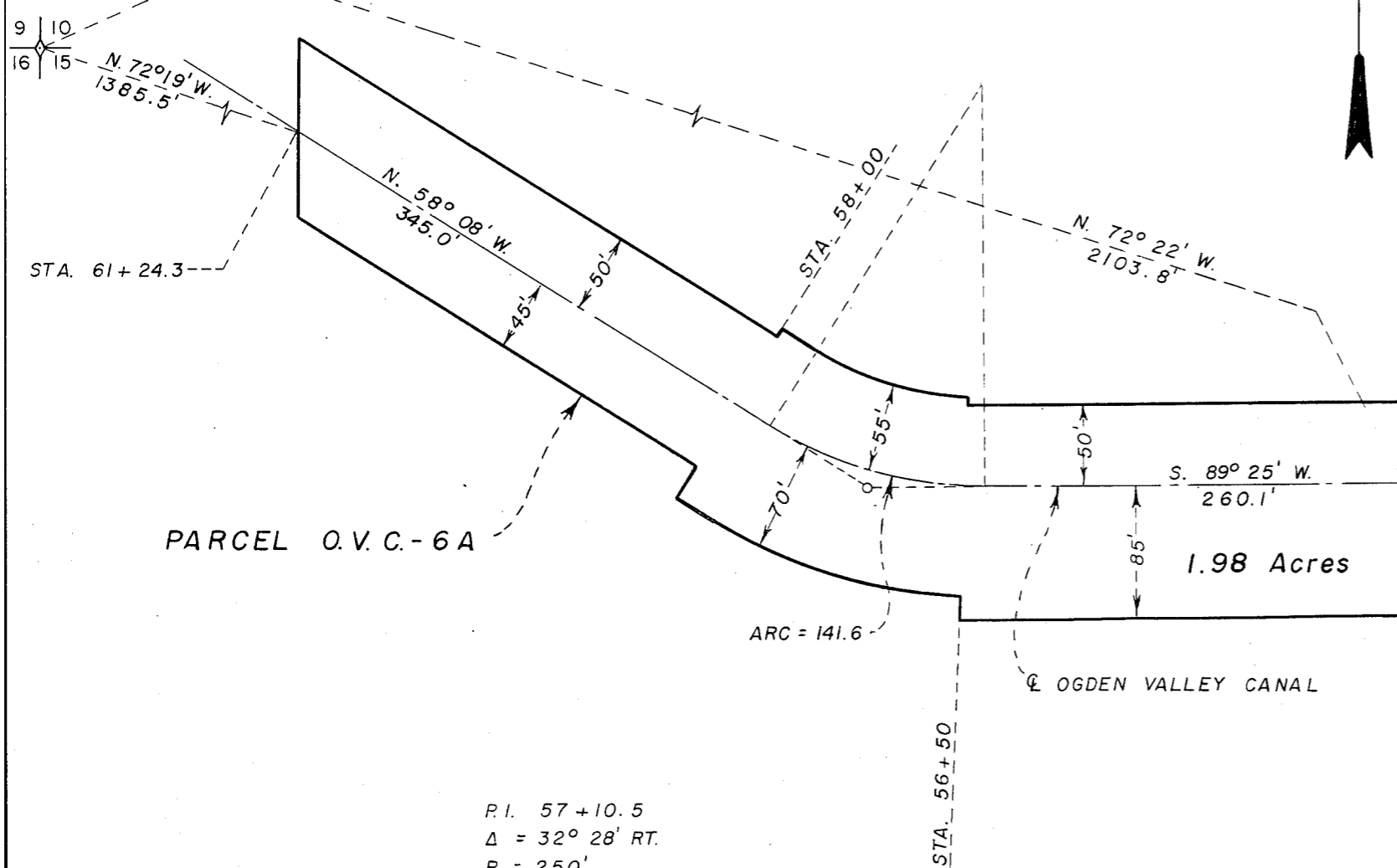
South 58°58' West, thence North 38°01' East along said Westerly line Two Hundred Twenty-seven and One-tenth (227.1) feet to the point of beginning, containing 0.09 of an acre, more or less, leaving a net area of 4.79 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

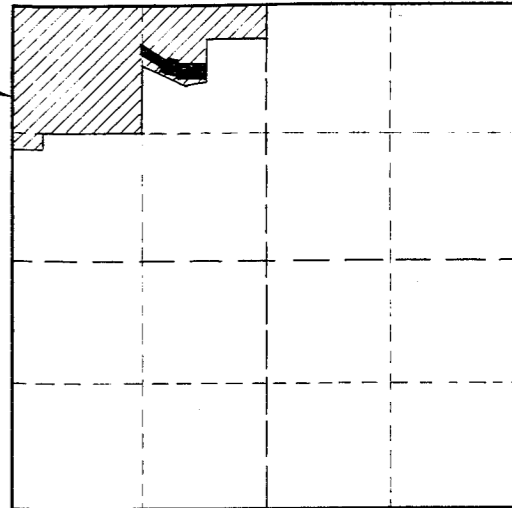
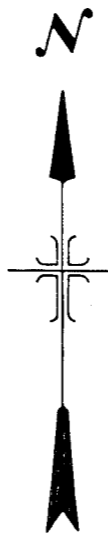
3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.



TOTAL HOLDINGS
SEC. 15, 15.4 ACRES



SEC. 15 T. 6 N., R. 2 E. S. L. B. & M.
KEY MAP

PARCEL O.V.C.-6A

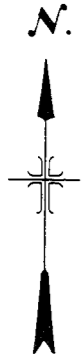
1.98 Acres

POINT OF BEGINNING
STA. 53+77.6

HARVEY P. & SARAH C.
BINGHAM & L.D.S. CHURCH
N.E. 1/4 N.W. 1/4 SEC. 15
T. 6 N., R. 2 E S.L.B. & M.

P.I. 57+10.5
Δ = 32° 28' RT.
R = 250'

OGDEN VALLEY CANAL

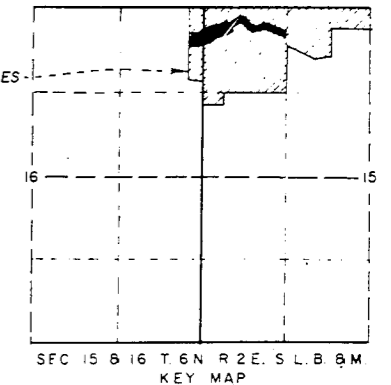


P.I. 74+19.5
 $\Delta = 14^\circ 42' \text{ LT.}$
 R = 300'
 T = 38.7'
 L = 77.0'
 P.C. 73+80.8
 P.T. 74+57.8

P.I. 69+68.7
 $\Delta = 87^\circ 30' \text{ LT}$
 R = 80'
 T = 76.6'
 L = 122.2'
 P.C. 68+84.1 BK =
 68+92.1 AH
 P.T. 70+14.3

P.I. 65+41.9
 $\Delta = 42^\circ 16' \text{ LT}$
 R = 100'
 T = 38.6'
 L = 73.8'
 P.C. 65+03.3
 P.T. 65+77.1

TOTAL HOLDINGS
SEC. 15, 16, 67.9 ACRES-



P.I. 61+84.8
 $\Delta = 10^\circ 03' \text{ LT}$
 R = 300'
 T = 26.3'
 L = 52.6'
 P.C. 61+58.5
 P.T. 62+11.1

PARCEL O.V.C.-6 B
 4.79 Acres (Net)

E OGDEN VALLEY CANAL

POINT OF BEGINNING O.V.C.7
 STA 70+87.8
 SEE DWG 526-412- 5475

EXCLUDED

POINT OF BEGINNING
 O.V.C.-6B STA. 61+24.3

P.I. 67+51.9
 $\Delta = 72^\circ 43' \text{ RT.}$
 R = 150'
 T = 110.4'
 L = 190.4'
 P.C. 66+41.5
 P.T. 68+31.9

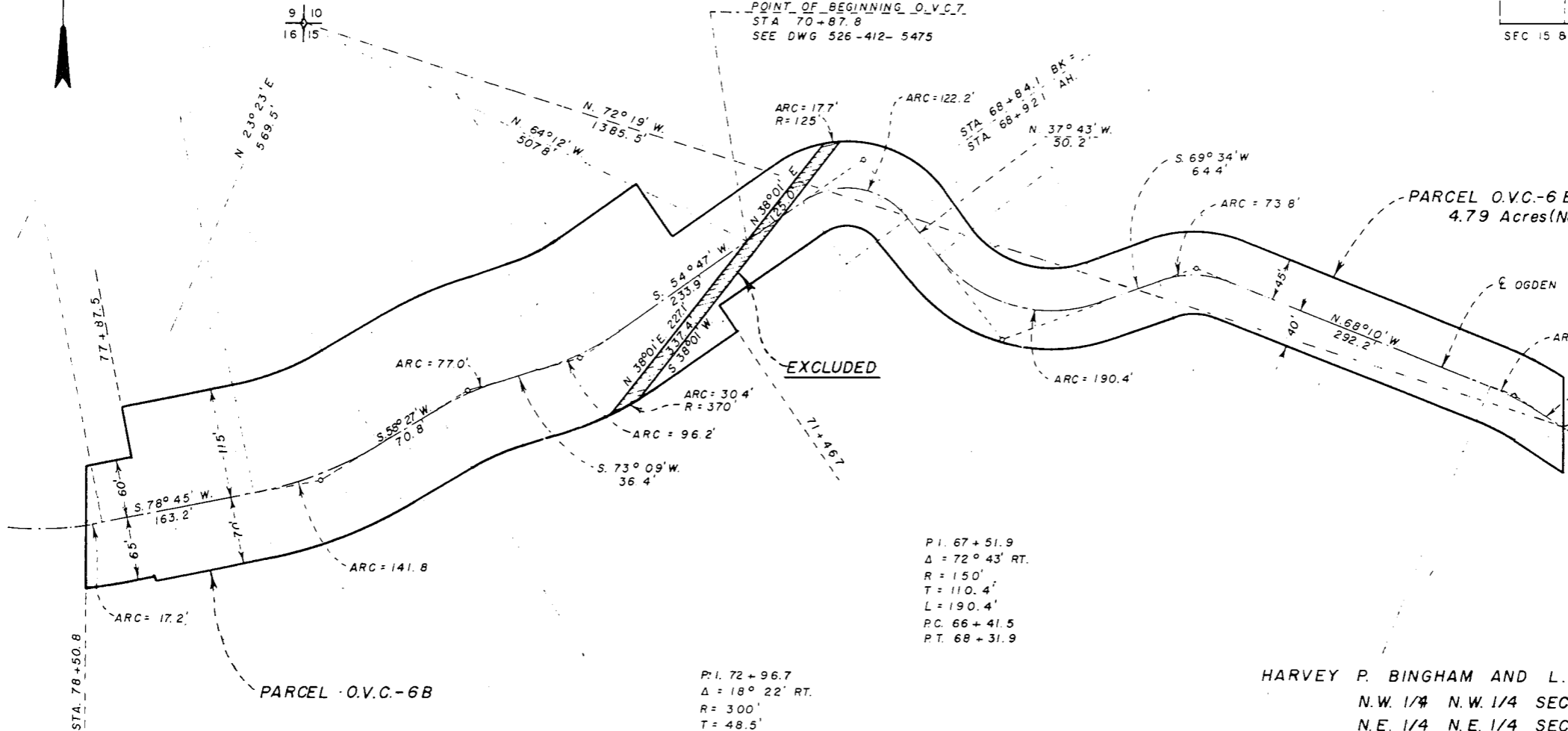
P.I. 72+96.7
 $\Delta = 18^\circ 22' \text{ RT.}$
 R = 300'
 T = 48.5'
 L = 96.2'
 P.C. 72+48.2
 P.T. 73+44.4

P.I. 76+00.3
 $\Delta = 20^\circ 18' \text{ RT}$
 R = 400'
 T = 71.7'
 L = 141.8
 P.C. 75+28.6
 P.T. 76+70.4

P.I. 79+47.7
 $\Delta = 36^\circ 07' \text{ RT}$
 R = 350'
 T = 114.1'
 L = 220.6'
 P.C. 78+33.6

HARVEY P. BINGHAM AND L.D.S. CHURCH
 N.W. 1/4 N.W. 1/4 SEC. 15
 N.E. 1/4 N.E. 1/4 SEC. 16
 T. 6 N. R. 2 E. S. L. B. & M.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 WEBER BASIN PROJECT—UTAH



ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 17th day of September, 1962, personally appeared before me Harvey P. Bingham and Sarah Cecil Harris Bingham, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

394459 GPO-840759

STATE OF UTAH) SS
COUNTY OF WEBER)

FILED AND RECORDED FOR

Weber Basin Water Conservancy Dist.
JAN. 9, 11:13 A.M., 1963

IN BOOK 731 OF RECORD
PAGE 386-392
RUTH EAMES OLSEN

COUNTY RECORDER

/s/ Virginia M. Wilson

Copy for: *Proj. Off.*
Parcels OVC-6A and OVC-6B
Harvey P. Bingham, et al.
Ogden Valley Canal

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Contract No. 44-06-400-2766

Project
Weber Basin
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT made this 17th 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

**CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, A Utah Corporation sole, and
HARVEY P. BINGHAM and SARAH CECIL HARRIS BINGHAM, also known as
CECIL HARRIS BINGHAM, also known as SARAH C. BINGHAM, his wife,**
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 with covenants of warranty 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:

(See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c)

and the deed required by article 3 shall be recorded by the Vendor...
expenses and charges provided in the contract...
necessarily and proper to give in the...
of the Vendor with respect to the...
of the Vendor with respect to the...

copies of...
shall be the Vendor as the...
and shall be the Vendor as the...
execution and receipt of the deed...
of the Vendor with respect to the...

Continuation sheet of article 3

Parcel No. OVC-6A

A strip of land in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) 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 Eighty-five (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 $72^{\circ}22'$ West Twenty-one Hundred Three and Eight-tenths (2103.8) feet, and running thence South $89^{\circ}25'$ 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 $58^{\circ}08'$ 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 $72^{\circ}19'$ 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 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Fifteen (15) and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) 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

DESCRIPTION CERTIFIED CORRECT

By *[Signature]* Name
Date *Nov 16 1982*

(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 Sixty-four 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:

A tract of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) 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 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

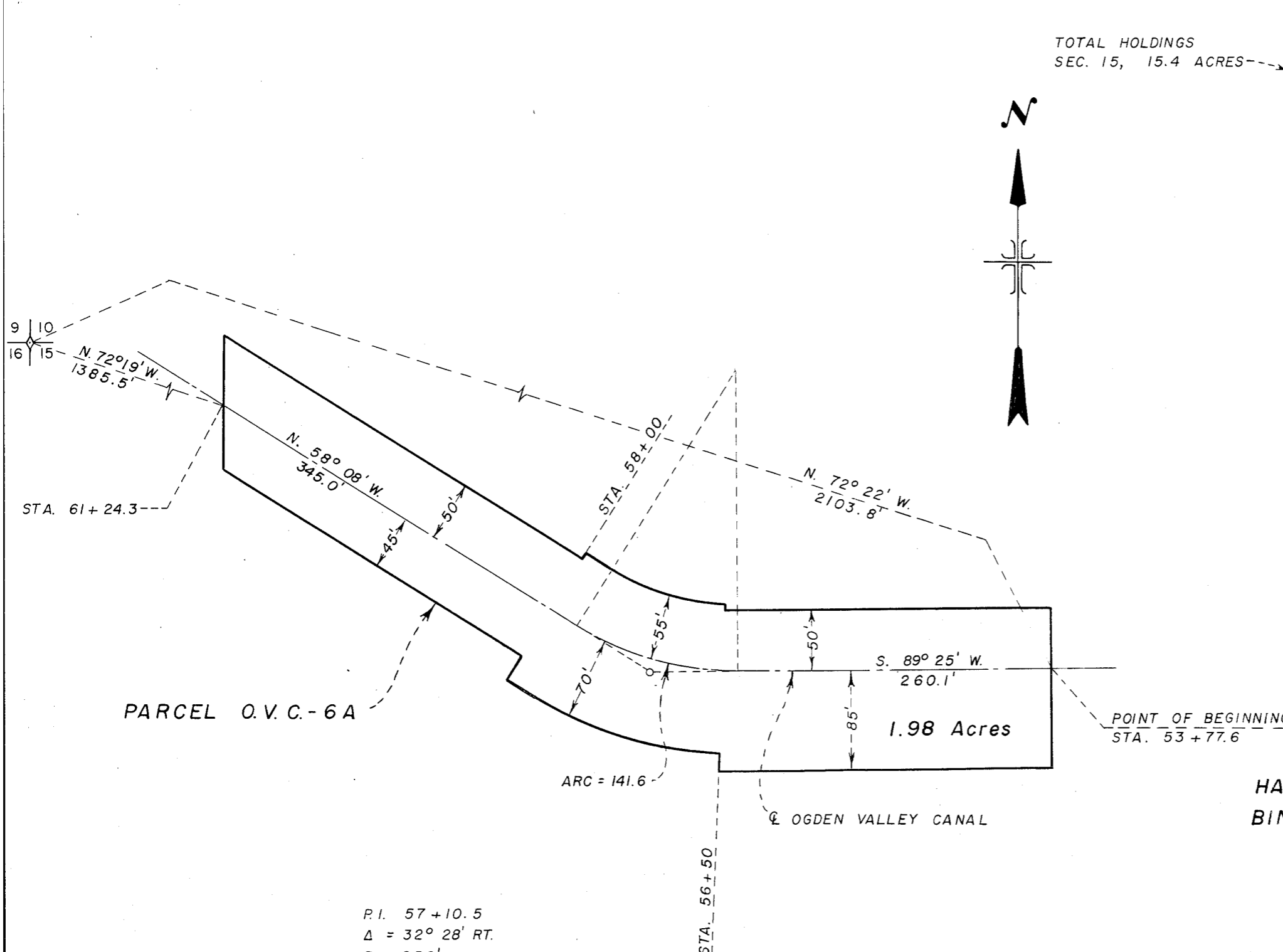
South 58°58' West, thence North 38°01' East along said Westerly line Two Hundred Twenty-seven and One-tenth (227.1) feet to the point of beginning, containing 0.09 of an acre, more or less, leaving a net area of 4.79 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

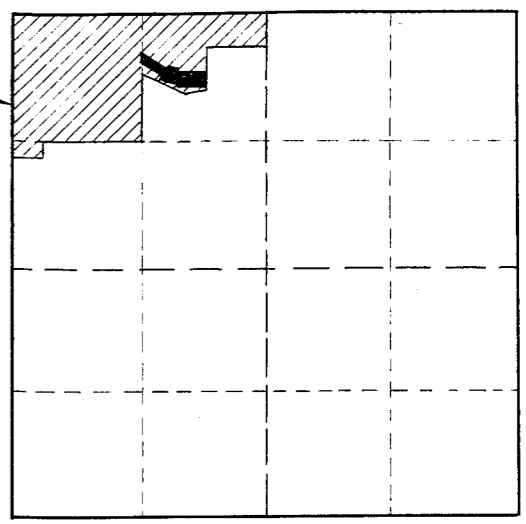
3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.



TOTAL HOLDINGS
SEC. 15, 15.4 ACRES



SEC. 15 T.6N., R.2E. S.L.B.&M.
KEY MAP

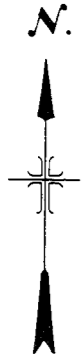
PARCEL O.V.C.-6A

1.98 Acres

HARVEY P. & SARAH C.
BINGHAM & L.D.S. CHURCH
N.E. 1/4 N.W. 1/4 SEC. 15
T. 6 N., R. 2 E S.L.B. & M.

P.I. 57+10.5
Δ = 32° 28' RT.
R = 250'

STA. 56+50

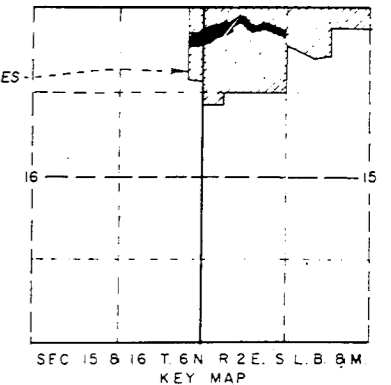


P.I. 74+19.5
 $\Delta = 14^\circ 42' \text{ LT.}$
 R = 300'
 T = 38.7'
 L = 77.0'
 P.C. 73+80.8
 P.T. 74+57.8

P.I. 69+68.7
 $\Delta = 87^\circ 30' \text{ LT}$
 R = 80'
 T = 76.6'
 L = 122.2'
 P.C. 68+84.1 BK =
 68+92.1 AH
 P.T. 70+14.3

P.I. 65+41.9
 $\Delta = 42^\circ 16' \text{ LT}$
 R = 100'
 T = 38.6'
 L = 73.8'
 P.C. 65+03.3
 P.T. 65+77.1

TOTAL HOLDINGS
SEC. 15, 16, 67.9 ACRES-



P.I. 61+84.8
 $\Delta = 10^\circ 03' \text{ LT}$
 R = 300'
 T = 26.3'
 L = 52.6'
 P.C. 61+58.5
 P.T. 62+11.1

PARCEL O.V.C.-6 B
 4.79 Acres (Net)

E OGDEN VALLEY CANAL

POINT OF BEGINNING O.V.C.7
 STA 70+87.8
 SEE DWG 526-412- 5475

EXCLUDED

POINT OF BEGINNING
 O.V.C.-6B STA. 61+24.3

P.I. 67+51.9
 $\Delta = 72^\circ 43' \text{ RT.}$
 R = 150'
 T = 110.4'
 L = 190.4'
 P.C. 66+41.5
 P.T. 68+31.9

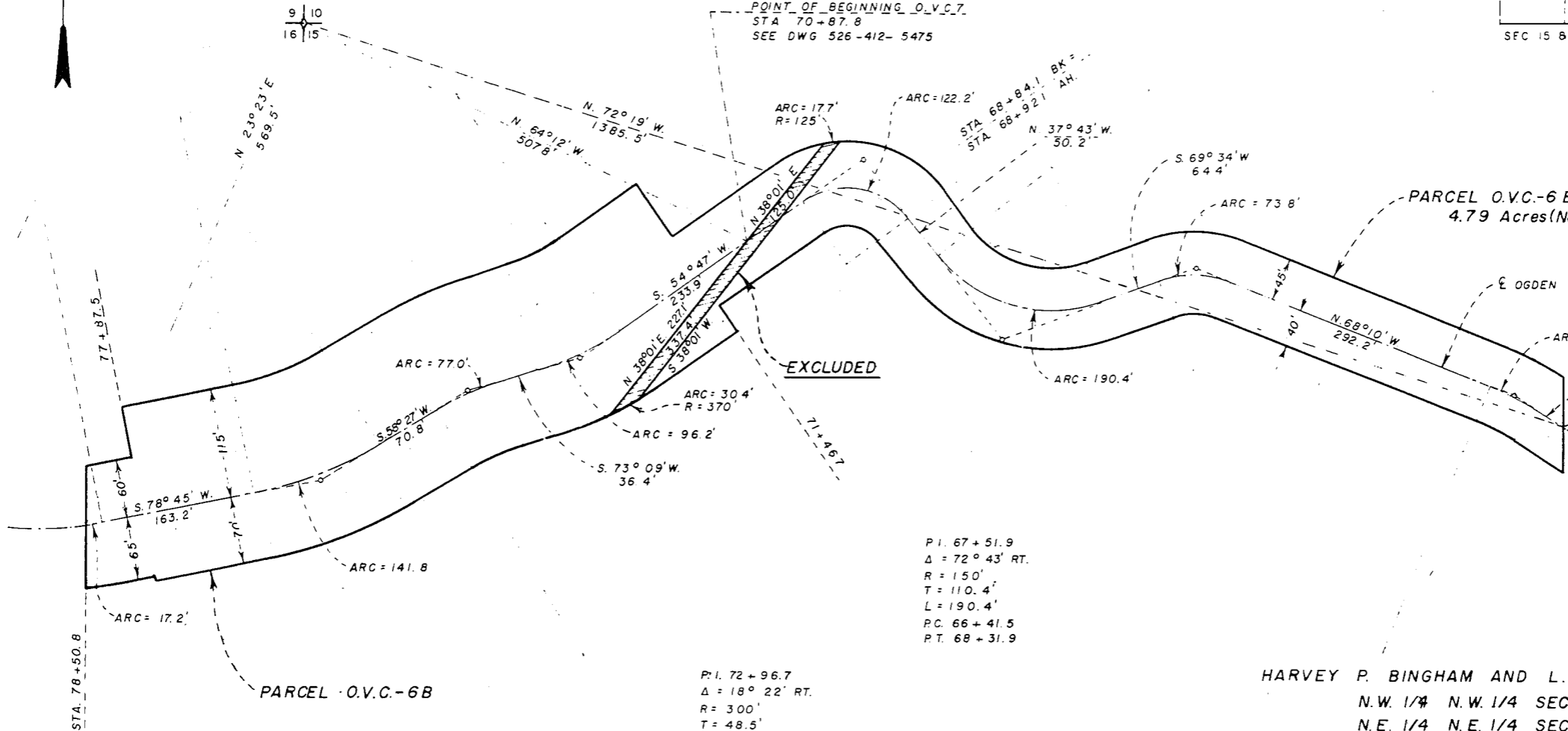
P.I. 72+96.7
 $\Delta = 18^\circ 22' \text{ RT.}$
 R = 300'
 T = 48.5'
 L = 96.2'
 P.C. 72+48.2
 P.T. 73+44.4

P.I. 76+00.3
 $\Delta = 20^\circ 18' \text{ RT}$
 R = 400'
 T = 71.7'
 L = 141.8
 P.C. 75+28.6
 P.T. 76+70.4

P.I. 79+47.7
 $\Delta = 36^\circ 07' \text{ RT}$
 R = 350'
 T = 114.1'
 L = 220.6'
 P.C. 78+33.6

HARVEY P. BINGHAM AND L.D.S. CHURCH
 N.W. 1/4 N.W. 1/4 SEC. 15
 N.E. 1/4 N.E. 1/4 SEC. 16
 T. 6 N. R. 2 E. S. L. B. & M.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 WEBER BASIN PROJECT—UTAH



ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 17th day of September, 1962, personally appeared before me Harvey P. Bingham and Sarah Cecil Harris Bingham, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19 _____ and is duly recorded in Vol. _____ of _____ Page No. _____

_____ By _____ Fees, \$ _____
County Recorder

394459 GPO-840759

STATE OF UTAH) SS
COUNTY OF WEBER)

FILED AND RECORDED FOR

Weber Basin Water Conservancy Dist.
JAN. 9, 11:13 A.M., 1963

IN BOOK 731 OF RECORD
PAGE 386-392
RUTH EAMES OLSEN

COUNTY RECORDER

/s/ Virginia M. Wilson

Form 7-276

(8-60)

Copy for:

Tract No. **OVC-7**

Middleton Water Works

Ogden Valley Canal

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Contract No. **14-06-400-2664**

**Weber Basin Project
Ogden Valley Canal**

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 23rd day of August, 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

MIDDLETON WATER WORKS ASSOCIATION

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 Weber, State of Utah, to-wit:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

STATE OF UTAH)
COUNTY OF WEBER) SS

FILED AND RECORDED BY
Weber Basin Water Conservancy Dist.

November 1, 1962, 10:39 A.M.

BOOK 725

PAGE 504-509

RUTH EAMES OLSEN

COUNTY RECORDER

/s/ Lillian N. Petersen

Continuation sheet of article 3

Parcel No. OVC-7

A tract of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Fifteen (15), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

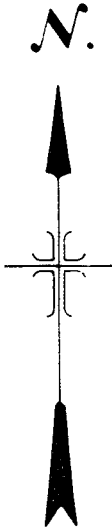
Beginning at a point on the Westerly line of the Vendor's property, also being a point on the centerline of the Ogden Valley Canal at Station 70+87.8, from which point the Northwest corner of said Section 15 bears North $64^{\circ}12'$ West Five Hundred Seven and Eight-tenths (507.8) feet, and running thence North $38^{\circ}01'$ 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 $76^{\circ}31'$ East; thence South $38^{\circ}01'$ 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 $58^{\circ}58'$ West; thence North $38^{\circ}01'$ 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;

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.

DESCRIPTION CERTIFIED CORRECT
By W.C. H. JACKSON MAR 12, 1962
NAME DATE



9 10
16 15

POINT OF BEGINNING
STA. 70+87.8

N. 64° 12' W.
507.8'

N. 38° 01' E.
125.0'

TOTAL HOLDINGS
SEC. 15, 0.30 ACRES

ARC = 17.7'
R = 125.0'

TAN. N. 76° 31' E.

OGDEN
VALLEY CANAL

337.4'
S. 38° 01' W.

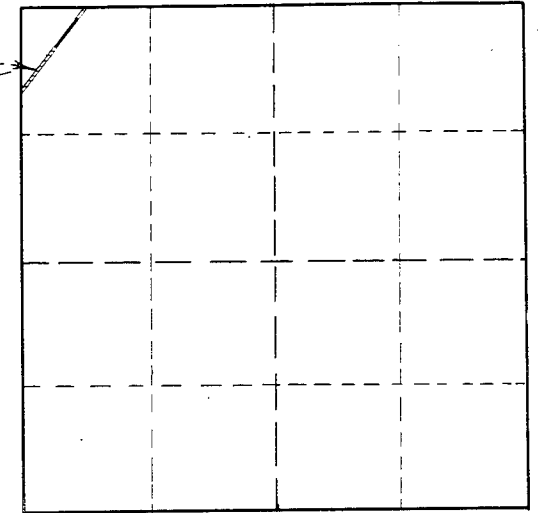
N. 38° 01' E.
227.1'

PARCEL O.V.C. 7
0.09 of an acre

TAN. S. 58° 58' W.

ARC = 30.4
R = 370.0'

60 0 60 120
SCALE OF FEET



SEC. 15 T.6N., R.2E. S.L.B.&M.
KEY MAP

MIDDLETON WATER WORKS ASS'N.
N.W. 1/4 N.W. 1/4 SEC. 15
T. 6 N., R. 2 E., S. L. B. & M.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT - UTAH
OGDEN VALLEY CANAL
PARCEL O.V.C. 7
OWNERSHIP MAP

DRAWN R.S.H. SUBMITTED *Roy L. Brunkholz*
TRACED R.S.H. RECOMMENDED
CHECKED *CL* APPROVED *Clinton D. Woods*
WEBER BASIN PROJECTS OFFICE
OGDEN, UTAH MAR. 13, 62 526-412-5475

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 unanimous vote of a quorem of the Board of Directors of the Middleton Water Works Association this 23rd day of August, 1962.

Loney Stokes
President
Middleton Water Works Association

ATTEST:

Leona Brown
Secretary-Treasurer
Middleton Water Works Association

ACKNOWLEDGMENT OF VENDOR

State of _____
County of _____ } ss.

On this _____ day of _____, 19____, personally appeared _____ before me to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL) _____
Notary Public in and for the _____ State of _____
Residing at _____
My commission expires _____

CERTIFICATE OF COUNTY RECORDER

State of _____
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

_____ GPO 840759
_____ 19____
_____ 19____
_____ 19____
_____ 19____
_____ 19____
_____ 19____

Copy for **Tracts Nos. OVC-8A, SB(F)**
Betty W. Price, et al.
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **14-06-400-2804**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT made this **4th** day of **September** 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

Individually and as
BETTY W. PRICE, a single woman, /Guardian of the
ESTATE of ROGER IRA PRICE, also known as ROGER I. PRICE, a minor,
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:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c.

and the land conveyed shall be subject to the following conditions:

and the Vendor shall warrant and defend the title to the land conveyed to the United States against all claims of third parties, except such claims as may be shown to be the result of the fraud or negligence of the United States.

Parcel No. OVC-8A

A strip of land in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Nine (9) and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) 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 $23^{\circ}23'$ 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 $81^{\circ}37'$ West; thence North $65^{\circ}05'$ 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 $14^{\circ}49'$ 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 Fifty-one (151.0) feet; thence North $58^{\circ}05'$ 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 $77^{\circ}10'$ 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

Parcel No. 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:

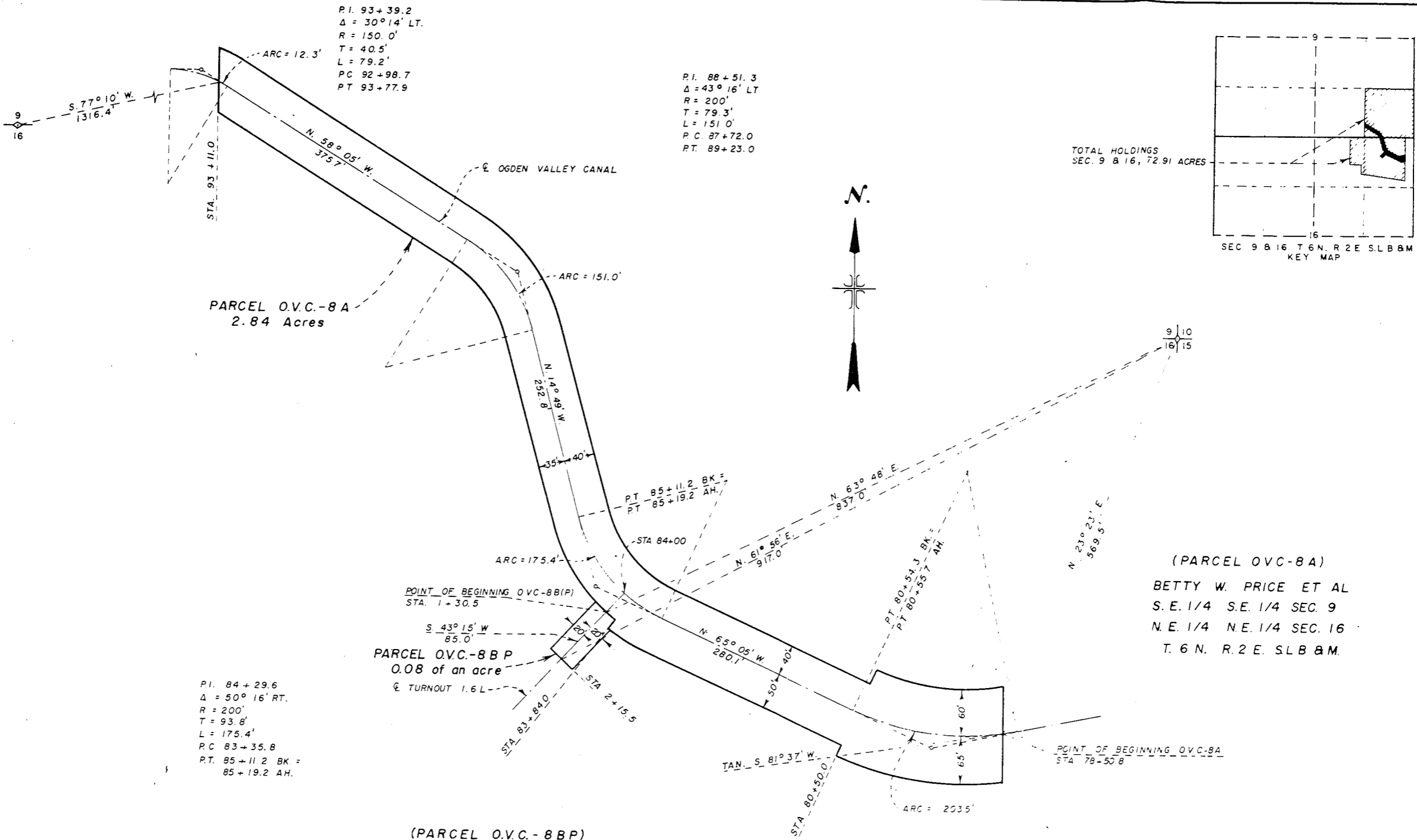
A strip of land in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (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 center-line 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 $63^{\circ}48'$ East Eight Hundred Thirty-seven (837.0) feet, and running thence South $43^{\circ}15'$ West Eighty-five (85.0) feet to Station 2+15.5, from which point the Northeast corner of said Section 16 bears North $61^{\circ}56'$ East Nine Hundred Seventeen (917.0) feet, containing 0.08 of an acre, more or less.

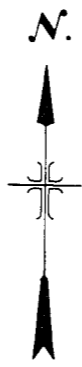
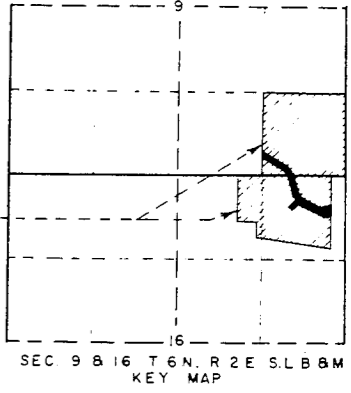
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.



TOTAL HOLDINGS
SEC. 9 & 16, 72.91 ACRES



(PARCEL O.V.C.-8A)
 BETTY W. PRICE ET AL
 S.E. 1/4 S.E. 1/4 SEC. 9
 N.E. 1/4 N.E. 1/4 SEC. 16
 T. 6 N. R. 2 E. S. 1 B & M.

(PARCEL O.V.C.-8BP)
 BETTY W. PRICE
 N.E. 1/4 N.E. 1/4 SEC. 16

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 WEBER BASIN PROJECT NEAR

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 4th day of September, 1962, personally appeared before me Betty W. Price, a single woman, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

(SEAL AFFIXED)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., , 19 and is duly recorded in Vol. of Page No.

By County Recorder Fees, \$

GPO 846759

STATE OF UTAH) 397912
COUNTY OF WEBER) SS

Filed and recorded for Weber Basin Water Consv. Dist., March 8, 9:44 a.m., 1963, in Book 736 of Record, Page 287-292

Ruth Eames Olsen, County Recorder /s/ Edna D. Wheeler

Copy for **Tracts Nos. OVC-8A, SB(F)**
Betty W. Price, et al.
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **14-06-400-2804**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th 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

Individually and as
BETTY W. PRICE, a single woman, /Guardian of the
ESTATE of ROGER IRA PRICE, also known as ROGER I. PRICE, a minor,
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:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c.

with covenants of warranty

...

Parcel No. OVC-8A

A strip of land in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Nine (9) and in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) 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 $23^{\circ}23'$ 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 $81^{\circ}37'$ West; thence North $65^{\circ}05'$ 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 $14^{\circ}49'$ 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 Fifty-one (151.0) feet; thence North $58^{\circ}05'$ 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 $77^{\circ}10'$ 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

Parcel No. 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:

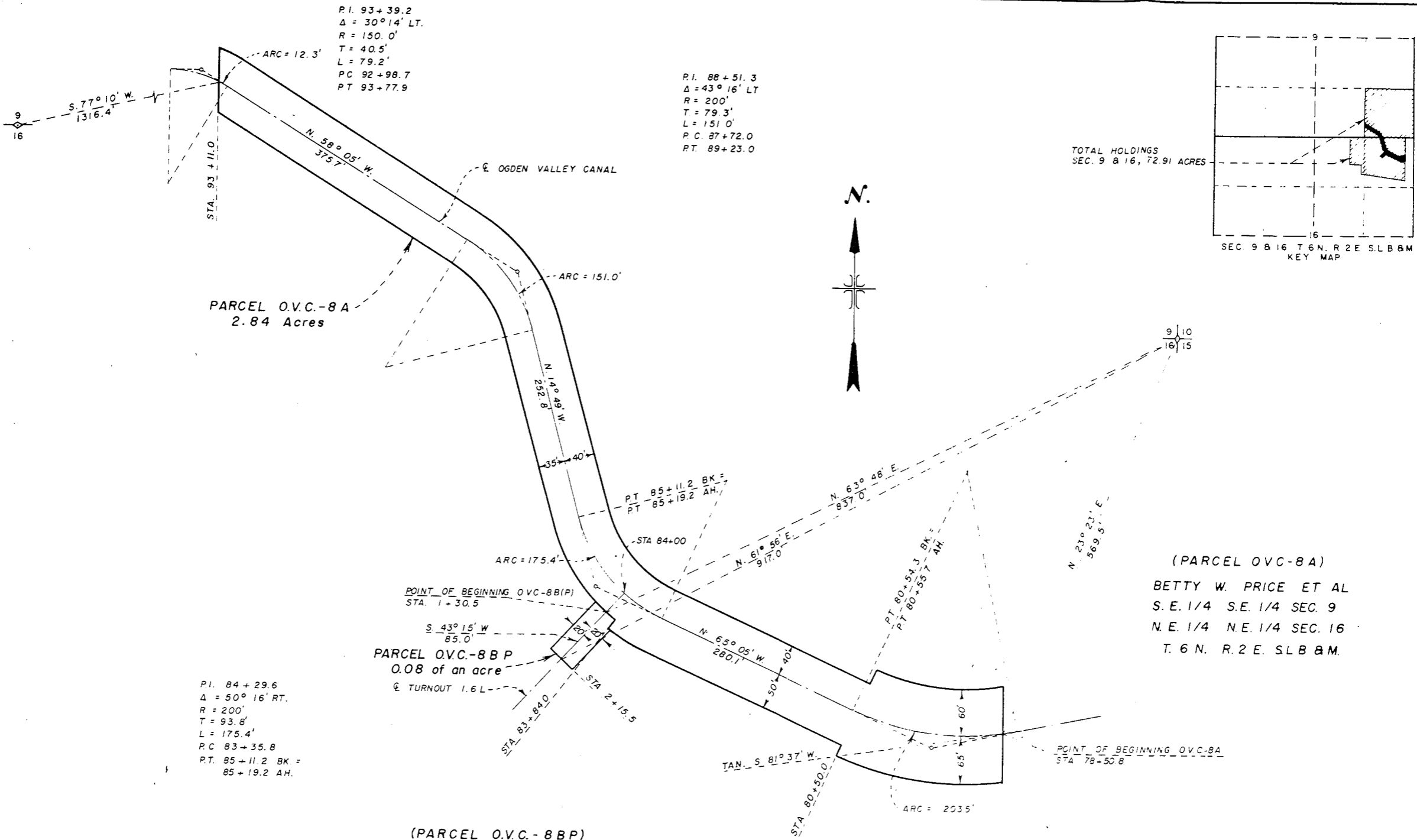
A strip of land in the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Sixteen (16), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, Forty (40) feet wide and included between two lines extended to the property line and everywhere distant Twenty (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 center-line 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 $63^{\circ}48'$ East Eight Hundred Thirty-seven (837.0) feet, and running thence South $43^{\circ}15'$ West Eighty-five (85.0) feet to Station 2+15.5, from which point the Northeast corner of said Section 16 bears North $61^{\circ}56'$ East Nine Hundred Seventeen (917.0) feet, containing 0.08 of an acre, more or less.

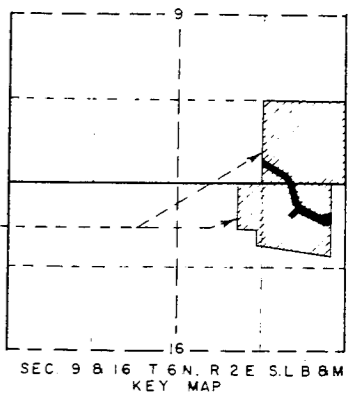
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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.



TOTAL HOLDINGS
SEC. 9 & 16, 72.91 ACRES



PARCEL O.V.C.-8A
2.84 Acres

PARCEL O.V.C.-8BP
0.08 of an acre

(PARCEL O.V.C.-8A)
BETTY W. PRICE ET AL
S.E. 1/4 S.E. 1/4 SEC. 9
N.E. 1/4 N.E. 1/4 SEC. 16
T. 6 N. R. 2 E. S. 1 B. & M.

P.I. 84+29.6
 $\Delta = 50^\circ 16' RT.$
 $R = 200'$
 $T = 93.8'$
 $L = 175.4'$
 $P.C. 83+35.8$
 $P.T. 85+11.2 BK = 85+19.2 AH.$

(PARCEL O.V.C.-8BP)
BETTY W. PRICE
N.E. 1/4 N.E. 1/4 SEC. 16

P.I. 79+47.7
 $\Delta = 30^\circ 07' RT.$

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT NEAR

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 4th day of September, 1962, personally appeared before me Betty W. Price, a single woman, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

(SEAL AFFIXED)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., , 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

GPO 846759

STATE OF UTAH)
COUNTY OF WEBER) SS 397912

Filed and recorded for Weber Basin Water Consv. Dist., March 8, 9:44 a.m., 1963, in Book 736 of Record, Page 287-292

Ruth Eames Olsen, County Recorder
/s/ Edna D. Wheeler

(8-60)

Copy from *R.O.M.*
Tract No. **OVC-9**
Loney Stoker
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **14-06-400-2665**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **August**, 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

LONEY STOKER and HULDA LAVERA STOKER, his wife; and

ROBERT E. VANDERWOOD and SHERRY B. VANDERWOOD, his wife,

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of **Weber**, State of **Utah**, to-wit:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

and the deed shall contain the following covenants of warranty:

The Vendor shall warrant and defend the title to the land hereinafter described against all claims of every kind and character, whether or not known to the Vendor at the time of the execution of this contract, and shall defend the title to the land hereinafter described against all claims of every kind and character, whether or not known to the Vendor at the time of the execution of this contract, and shall defend the title to the land hereinafter described against all claims of every kind and character, whether or not known to the Vendor at the time of the execution of this contract.

Continuation sheet of article 3

Parcel No. OVC-9

A strip of land in the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) 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.

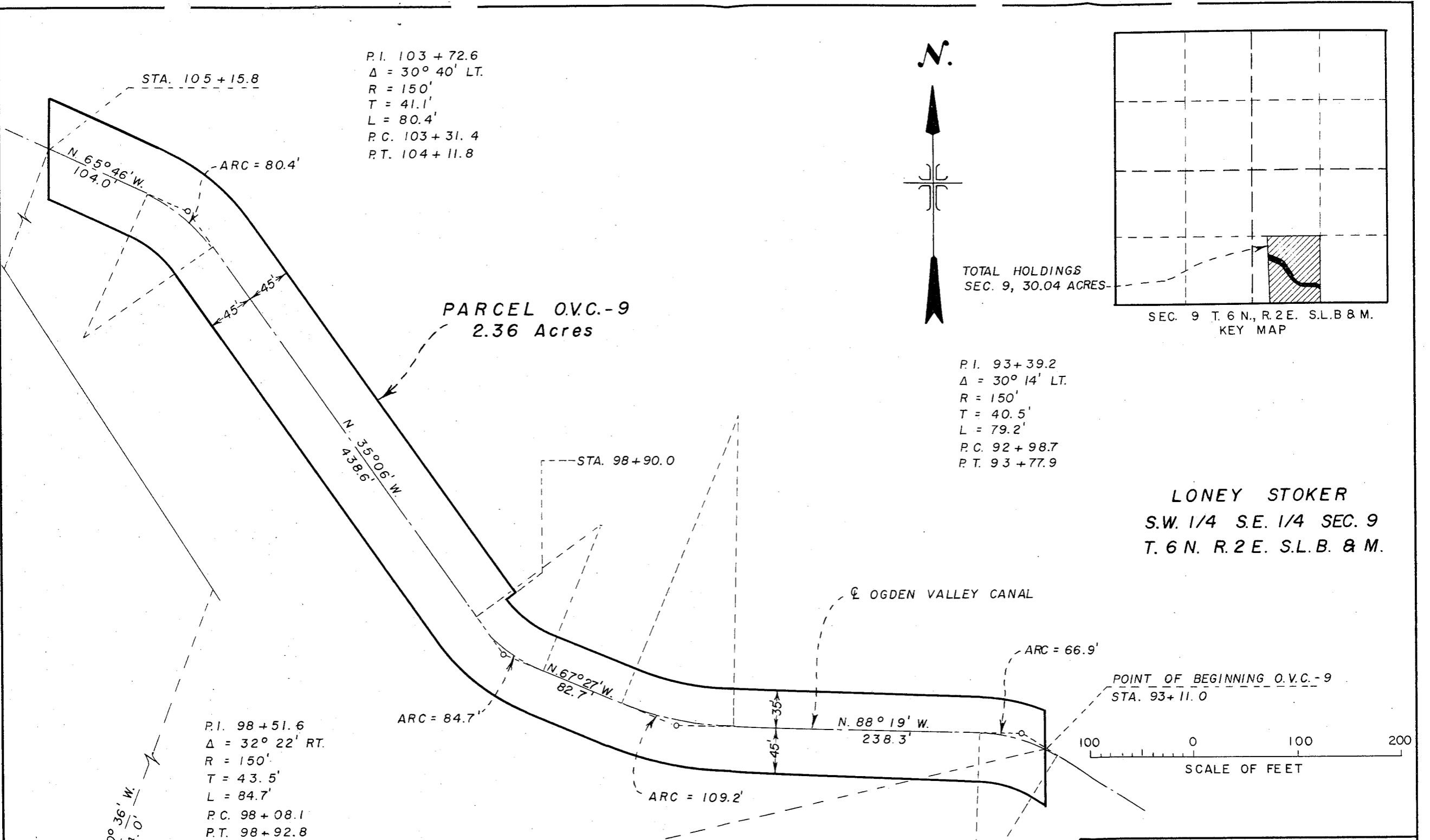
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads,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

RECORDED & CERTIFIED CORRECT
BY *[Signature]* Notary Public
DATE *12/12/12*

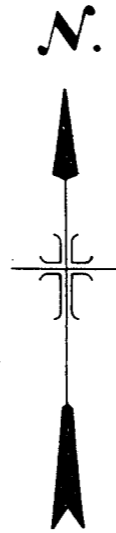
(Continuation sheet of Article 3)

Parcel No. OVC-9 Continued

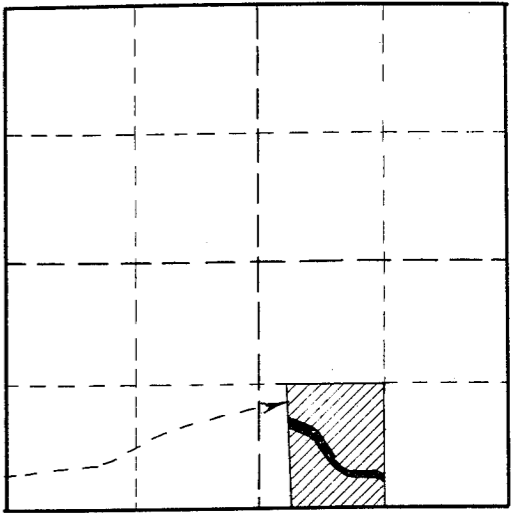
3b. The United States at its sole cost and expense, will: (i) provide /s/ S. V. a road crossing and road ramp at Station 101+50, some of which will be /s/ R. V. constructed on other property of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said /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.



P.I. 103 + 72.6
 $\Delta = 30^\circ 40' \text{ LT.}$
 $R = 150'$
 $T = 41.1'$
 $L = 80.4'$
 P.C. 103 + 31.4
 P.T. 104 + 11.8



TOTAL HOLDINGS
 SEC. 9, 30.04 ACRES



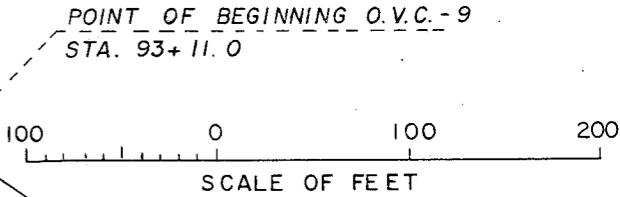
SEC. 9 T. 6 N., R. 2 E. S.L.B & M.
 KEY MAP

PARCEL O.V.C.-9
 2.36 Acres

P.I. 93 + 39.2
 $\Delta = 30^\circ 14' \text{ LT.}$
 $R = 150'$
 $T = 40.5'$
 $L = 79.2'$
 P.C. 92 + 98.7
 P.T. 93 + 77.9

LONEY STOKER
 S.W. 1/4 S.E. 1/4 SEC. 9
 T. 6 N. R. 2 E. S.L.B. & M.

OGDEN VALLEY CANAL



P.I. 98 + 51.6
 $\Delta = 32^\circ 22' \text{ RT.}$
 $R = 150'$
 $T = 43.5'$
 $L = 84.7'$
 P.C. 98 + 08.1
 P.T. 98 + 92.8

$0^\circ 36' \text{ W.}$
 $104.0'$

STA. 105 + 15.8

ARC = 80.4'

$N. 65^\circ 46' \text{ W.}$
 $104.0'$

45'
 45'

$N. 35^\circ 06' \text{ W.}$
 $438.6'$

STA. 98 + 90.0

ARC = 84.7'

$N. 67^\circ 27' \text{ W.}$
 $82.7'$

$N. 88^\circ 19' \text{ W.}$
 $238.3'$

ARC = 66.9'

ARC = 109.2'

POINT OF BEGINNING O.V.C.-9
 STA. 93 + 11.0

SCALE OF FEET

UNITED STATES

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On the 17th day of August, 1962, personally appeared before me Loney Stoker and Hulda LaVera Stoker, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

/s/ Loyd J. Ericson
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires: 1-8-65

STATE OF UTAH)
) SS.
COUNTY OF _____)

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

STATE OF UTAH)
) SS.
COUNTY OF _____)

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 17th day of August, 1962, personally appeared before me Robert E. Vanderwood and Sherry B. Vanderwood, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19____ and is duly recorded in Vol. _____ of Page No. _____

By _____ Fees, \$ _____
County Recorder

394458

STATE OF UTAH)
COUNTY OF WEBER) SS

FILED AND RECORDED FOR

Weber Basin Water Conservancy Dist.

JAN. 9, 11:13 AM, 1963

In BOOK 731 OF RECORD

PAGE 380-385

RUTH EAMES OLSEN

COUNTY RECORDER

/s/ Virginia M. Wilson

Copy for: *R. O. H.*
Parcel No. OVC-10
Josephine A. Pass

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2663

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 20th day of August, 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 JOSEPHINE A. PASS, also known as Josephine Pass, a single woman,

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 with covenants of Warranty 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:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

(Continuation sheet of article 3)

Parcel No. OVC-10

A strip of land in the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$) and in the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) 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 $20^{\circ}36'$ West Nine Hundred Thirty-four (934.0) feet; and running thence North $65^{\circ}46'$ 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 $29^{\circ}23'$ 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 $13^{\circ}34'$ 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.

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.

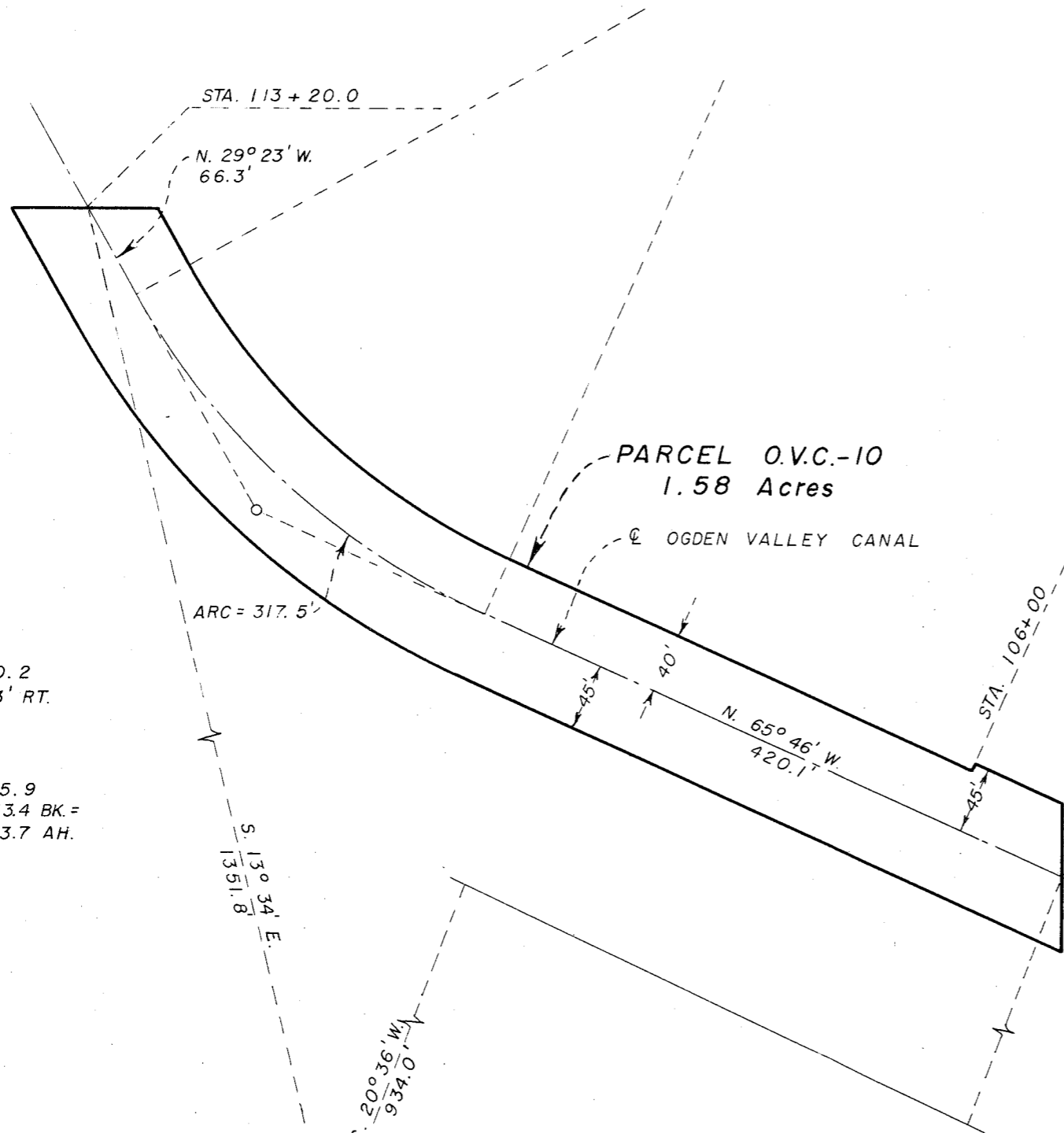
3b. The United States at its sole cost and expense, will: (i) provide a livestock watering inlet at Station 110+85; (ii) provide a road crossing and road ramp at Station 112+00, some of which will be constructed on other property of the vendor, who hereby grants authority to enter upon said property to accomplish the work involved, and said ramp shall be maintained by the vendor; and (iii) operate and maintain all structures across the Canal.

DESCRIPTION CERTIFIED CORRECT

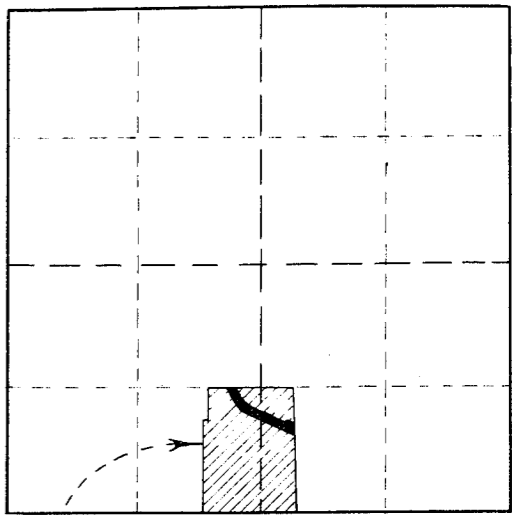
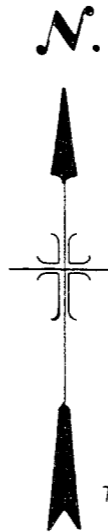
BY: *[Signature]* Date: 11/7/62

Name: _____

/s/ J. A. P.



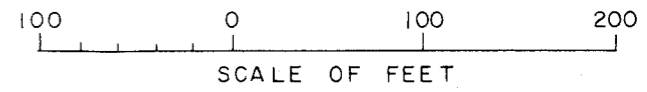
P.I. 111+00.2
 $\Delta = 36^\circ 23' \text{ RT.}$
 $R = 500'$
 $T = 164.3'$
 $L = 317.5'$
 P.C. 109+35.9
 P.T. 112+53.4 BK. =
 112+53.7 AH.



TOTAL HOLDINGS SEC. 9,
 28.02 ACRES -----
 SEC. 9 T. 6 N., R. 2 E. S. L. B. & M.
 KEY MAP

JOSEPHINE PASS
 S.W. 1/4 S.E. 1/4 SEC. 9
 S.E. 1/4 S.W. 1/4 SEC. 9
 T. 6 N. R. 2 E. S. L. B. & M.

POINT OF BEGINNING O.V.C. 10
 STA. 105+15.8



ACKNOWLEDGMENT OF VENDOR

State of **UTAH** }
County of **WEBER** } ss.

On this **20th** day of **August**, 19**62**, personally appeared before me **Josephine A. Pass, a single woman** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **she** signed the same as **her** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

(Seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of
Page No. _____

County Recorder By _____ Fees, \$ _____

394084

State of Utah }
County of Weber } ss. Fee paid **\$6.00**

Filed and recorded for Weber Basin Water Conservancy District
January 3, 9:36 A.M., 1963, Book 731, pages 34-38
Ruth Eames Olsen, County Recorder
/s/ **Edith D. Wheeler**

R.O.A.

Parcels Nos. OVC-11A, 11B, 11C(P)
Anastasia D. Nass, et al

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2811
Amendatory Contract

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

AMENDATORY

THIS CONTRACT, made this 2nd day of June, 19 63,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
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 JAMES N. MALKOGLIANNIS, also known as James N. Malkos, and EVANGELINE
MALKOS, his wife; LEON N. MALKOS and ALICE MALKOS, 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,

hereinafter styled Vendor,

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
estate situated in the County of Weber, State of Utah, to-wit:

with covenants of warranty
See attached continuation sheets of Article 3 for description and articles 3a,
3b, and 3c.

(Continuation sheet of Article 3)

Parcel No. OVC-11A

DESCRIPTION CERTIFIED CORRECT

BY [Signature] Name
Date 4/17/63

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) 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 Eighty-five (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 $13^{\circ}34'$ East, Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, and running thence North $29^{\circ}23'$ West Four Hundred Nineteen and Eight-tenths (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 $14^{\circ}07'$ 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 $67^{\circ}21'$ 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 $88^{\circ}21'$ 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 $30^{\circ}37'$ 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 ($W\frac{1}{2}SE\frac{1}{4}$) and the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Five (5) and in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 Southwesterly 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 Eighty-nine 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 Eighty-nine and Five-tenths (189.5) feet; thence North 21°41' East Twenty-seven 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

(Continuation sheet of Article 3)

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 $\frac{1}{4}$ SE $\frac{1}{4}$) 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 Six-tenths (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

State of UTAH }
County of WEBER } ss.

On this 2nd day of June, 1963, personally appeared before me Nick D. Malkos and Erine N. Malkos, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ Nick M. Macris

Notary Public in and for the
State of Utah
Residing at 7600 S. 1530 W., West Jordan, Utah
My commission expires 9-5-66

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

404288 Fee paid \$10.70

Filed and recorded for Weber Basin Water Conservancy District
June 17, 12:52 P.M., 1963 Book 745 page 342
Ruth Eames Olsen, Weber County Recorder
/s/ Lillian N. Petersen, Deputy

R.O.V.

Parcels Nos. OVC-11A, 11B, 11C(P)
Anastasia D. Nass, et al

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2811
Amendatory Contract

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

AMENDATORY

THIS CONTRACT, made this 2nd day of June, 19 63,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
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 JAMES N. MALKOGLIANNIS, also known as James N. Malkos, and EVANGELINE
MALKOS, his wife; LEON N. MALKOS and ALICE MALKOS, 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,

hereinafter styled Vendor,

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 with covenants of warranty
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:

See attached continuation sheets of Article 3 for description and articles 3a,
3b, and 3c.

(Continuation sheet of Article 3)

Parcel No. OVC-11A

DESCRIPTION CERTIFIED CORRECT

BY [Signature] Date 4/17/63

Name

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) 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 Eighty-five (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 $13^{\circ}34'$ East, Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, and running thence North $29^{\circ}23'$ West Four Hundred Nineteen and Eight-tenths (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 $14^{\circ}07'$ 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 $67^{\circ}21'$ 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 $88^{\circ}21'$ 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 $30^{\circ}37'$ 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 ($W\frac{1}{2}SE\frac{1}{4}$) and the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Five (5) and in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 Southwesterly 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 Eighty-nine 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 Eighty-nine and Five-tenths (189.5) feet; thence North 21°41' East Twenty-seven 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

(Continuation sheet of Article 3)

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 $\frac{1}{4}$ SE $\frac{1}{4}$) 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 Six-tenths (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

State of UTAH }
County of WEBER } ss.

On this 2nd day of June, 1963, personally appeared before me Nick D. Malkos and Erine N. Malkos, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ Nick M. Macris

Notary Public in and for the
State of Utah
Residing at 7600 S. 1530 W., West Jordan, Utah
My commission expires 9-5-66

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

404288 Fee paid \$10.70

Filed and recorded for Weber Basin Water Conservancy District
June 17, 12:52 P.M., 1963 Book 745 page 342
Ruth Eames Olsen, Weber County Recorder
/s/ Lillian N. Petersen, Deputy

R.O.A.

Parcels Nos. OVC-11A, 11B, 11C(P)
Anastasia D. Nass, et al

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2811
Amendatory Contract

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

AMENDATORY

THIS CONTRACT, made this 2nd day of June, 19 63,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
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 JAMES N. MALKOGLIANNIS, also known as James N. Malkos, and EVANGELINE
MALKOS, his wife; LEON N. MALKOS and ALICE MALKOS, 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,

hereinafter styled Vendor,

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
estate situated in the County of Weber, State of Utah, to-wit:

See attached continuation sheets of Article 3 for description and articles 3a,
3b, and 3c.

with covenants of warranty

(Continuation sheet of Article 3)

Parcel No. OVC-11A

DESCRIPTION CERTIFIED CORRECT

BY [Signature] Name

Date

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) 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 Eighty-five (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 $13^{\circ}34'$ East, Thirteen Hundred Fifty-one and Eight-tenths (1351.8) feet, and running thence North $29^{\circ}23'$ West Four Hundred Nineteen and Eight-tenths (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 $14^{\circ}07'$ 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 $67^{\circ}21'$ 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 $88^{\circ}21'$ 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 $30^{\circ}37'$ 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 ($W\frac{1}{2}SE\frac{1}{4}$) and the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Five (5) and in the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 Southwesterly 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 Eighty-nine 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 Eighty-nine and Five-tenths (189.5) feet; thence North 21°41' East Twenty-seven 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

(Continuation sheet of Article 3)

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 $\frac{1}{4}$ SE $\frac{1}{4}$) 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 Six-tenths (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

State of UTAH }
County of WEBER } ss.

On this 2nd day of June, 1963, personally appeared before me Nick D. Malkos and Erine N. Malkos, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ Nick M. Macris

Notary Public in and for the
State of Utah
Residing at 7600 S. 1530 W., West Jordan, Utah
My commission expires 9-5-66

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

404288 Fee paid \$10.70

Filed and recorded for Weber Basin Water Conservancy District
June 17, 12:52 P.M., 1963 Book 745 page 342
Ruth Eames Olsen, Weber County Recorder
/s/ Lillian N. Petersen, Deputy

Form 7-276

(8-60)

Copy for: **OVC-12**

S. Bertha Nielsen Brunker

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

Contract No. **14-05-400-2764**

**Weber Basin Project
Ogden Valley Canal**

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **26th** day of **November**, 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

S. BERTHA NIELSEN BRUNKER and LORENZO BRUNKER, her husband,

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 **Weber**, State of **Utah**, to-wit:

See attached continuation sheet of Article 3 for description and Articles 3a and 3b.

(Continuation sheet of Article 3)

Parcel No. OVC-12

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) 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 $31^{\circ}02'$ 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 $69^{\circ}46'$ West; thence North $50^{\circ}50'$ 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 Eighty-three and One-tenth (183.1) feet; thence North $71^{\circ}49'$ 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 $40^{\circ}32'$ 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.

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]*

Name

Date

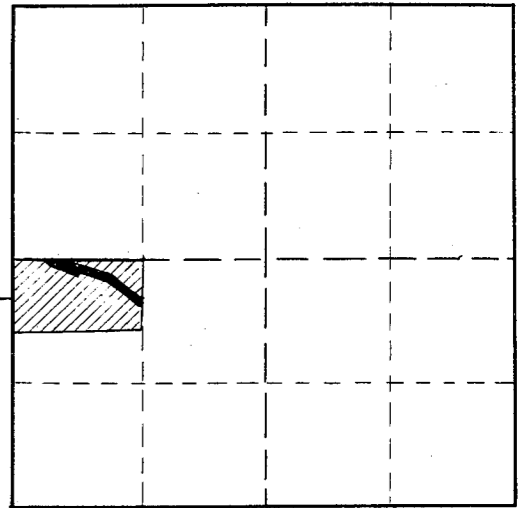
13/11/12

N. 42° 27' W

STA. 139+08.4

P.I. 132+15.6
Δ = 20° 59' LT.
R = 500'
T = 92.6'
L = 183.1'
P.C. 131+23.0
P.T. 133+06.1

TOTAL HOLDINGS
SEC. 9, 22.9 ACRES



SEC. 9 T. 6 N. R. 2 E. S.L.B. & M.
KEY MAP

PARCEL O.V.C. - 12
2.27 Acres

ARC = 132.0'

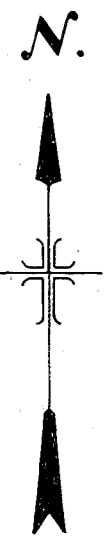
40'
60'

N. 71° 49' W.
470.3'

ARC = 183.1'

OGDEN VALLEY CANAL

S. BERTHA NIELSEN BRUNKER
N. 1/2 S.W. 1/4 SEC. 9
T. 6 N. R. 2 E. S.L.B. & M.



P.I. 138+55.0
Δ = 29° 22' RT.
R = 300'
T = 78.6'
L = 153.8'
P.C. 137+76.4
P.T. 139+30.2

STA. 136+00

S. 40° 32' E.
352.0'

TAN. N. 69° 46' W.
243.4'

N. 50° 50' W.
243.4'

POINT OF BEGINNING
O.V.C. - 12 STA. 127+97.0

ARC = 82.6'



ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 26th day of November, 19 62, personally appeared before me Lorenzo Bruner and S. Bertha Nielsen Bruner, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

394562

GPO 840759

STATE OF UTAH) SS
COUNTY OF WEBER)

FILED AND RECORDED FOR

Weber Basin Water Conservancy District
JAN. 10, 11:14 A.M., 1963

IN BOOK 731 OF RECORD
PAGE 478-482

RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Edith D. Wheeler

Copy for:

Project Manager

Parcels OVC-13A(13)(P), 13C(P)
Fawn Brimhall McKay
Ogden Valley Canal

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. **14-06-100-2651**

Weber Basin Project

Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **August**, 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

FLORA McKay JENSEN, a single woman;

FANN McKay BRODIE, a married woman;

BARBARA McKay SMITH, a married woman; and

LOUISE McKay CARD, a married woman;

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**:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3Parcel 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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 $40^{\circ}32'$ 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 $47^{\circ}37'$ West; thence North $42^{\circ}27'$ 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 $25^{\circ}21'$ 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 Ninety-six and Three-tenths (96.3) feet; thence North $11^{\circ}26'$ 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 $77^{\circ}07'$ 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 $49^{\circ}40'$ 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 $2^{\circ}52'$ 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 Nine-tenths (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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 ($E\frac{1}{2}NE\frac{1}{4}$) 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 South-easterly 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.

3b. 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 150+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 of 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.
COUNTY OF Salt Lake)

On the 10th day of August, 1962, personally appeared before me Louise McKay Card, a married woman, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Ingt J. Ericson

Notary Public

My Commission Expires: 1-8-65

STATE OF ~~UTAH~~ ARIZONA)
) SS.
COUNTY OF Maricopa)

On the 29th day of September, 1962, personally appeared before me Flora McKay Jensen, a widow, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Thomas P. Owen

Notary Public

My Commission Expires: June 16, 1963

STATE OF ~~UTAH~~ CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On the 24th day of Sept., 1962, personally appeared before me Flora McKay Jensen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

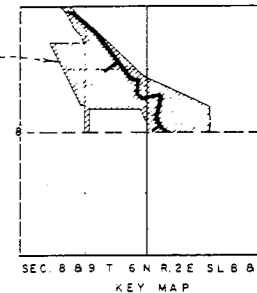
(SEAL AFFIXED)

/s/ Phyllis M. Casanova

Notary Public

My Commission Expires: Phyllis M. Casanova
Notary Public
My Comm. expires 3/29/64

TOTAL HOLDINGS
SEC. 8, 9, 92.6 ACRES



6 | 5
7 | 8
N. 88° 13' W
3488.2'

PI 169+26.8
Δ = 109° 33' LT
R = 500'
T = 46.2'
L = 92.2'
PC 168+80.6
PT 169-72.8



STA. 175+32.4
N. 42° 04' W
559.9'

ARC = 92.2'

PARCEL O.V.C. - 13 A
6.97 Acres

PI 154+82.6
Δ = 83° 11' LT
R = 100'
T = 86.7'
L = 145.2'
PC 153+93.9
PT 155-39.1

PARCEL O.V.C. - 13 C (P)
0.31 of an acre

POINT OF BEGINNING O.V.C. - 13 C (P)
STA. 1+40.0

FAWN MCKAY BRODIE ET AL
E. 1/2 N.E. 1/4 SEC. 8
T. 6 N. R. 2 E. S. 1 B. & M.

PI. 156+33.6
Δ = 42° 38' RT
R = 150'
T = 58.5'
L = 111.6'
PC 155+75.1
PT 156+86.7

PI. 147+58.3
Δ = 114° 19' LT
R = 100'
T = 155.0'
L = 199.6'
PC 146+03.3
PT 148-02.9 BK =
148+06.9 AH.

PI. 150+53.9
Δ = 53° 13' RT
R = 100'
T = 50.1'
L = 92.9'
PC 150+03.8
PT 150+96.7

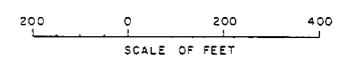
PI 142+55.3
Δ = 36° 47' RT
R = 150'
T = 49.9'
L = 96.3'
PC 142+05.5
PT 143+01.8

PI. 152+39.1
Δ = 52° 32' RT
R = 100'
T = 49.3'
L = 91.7'
PC 151+89.8
PT 152+81.5

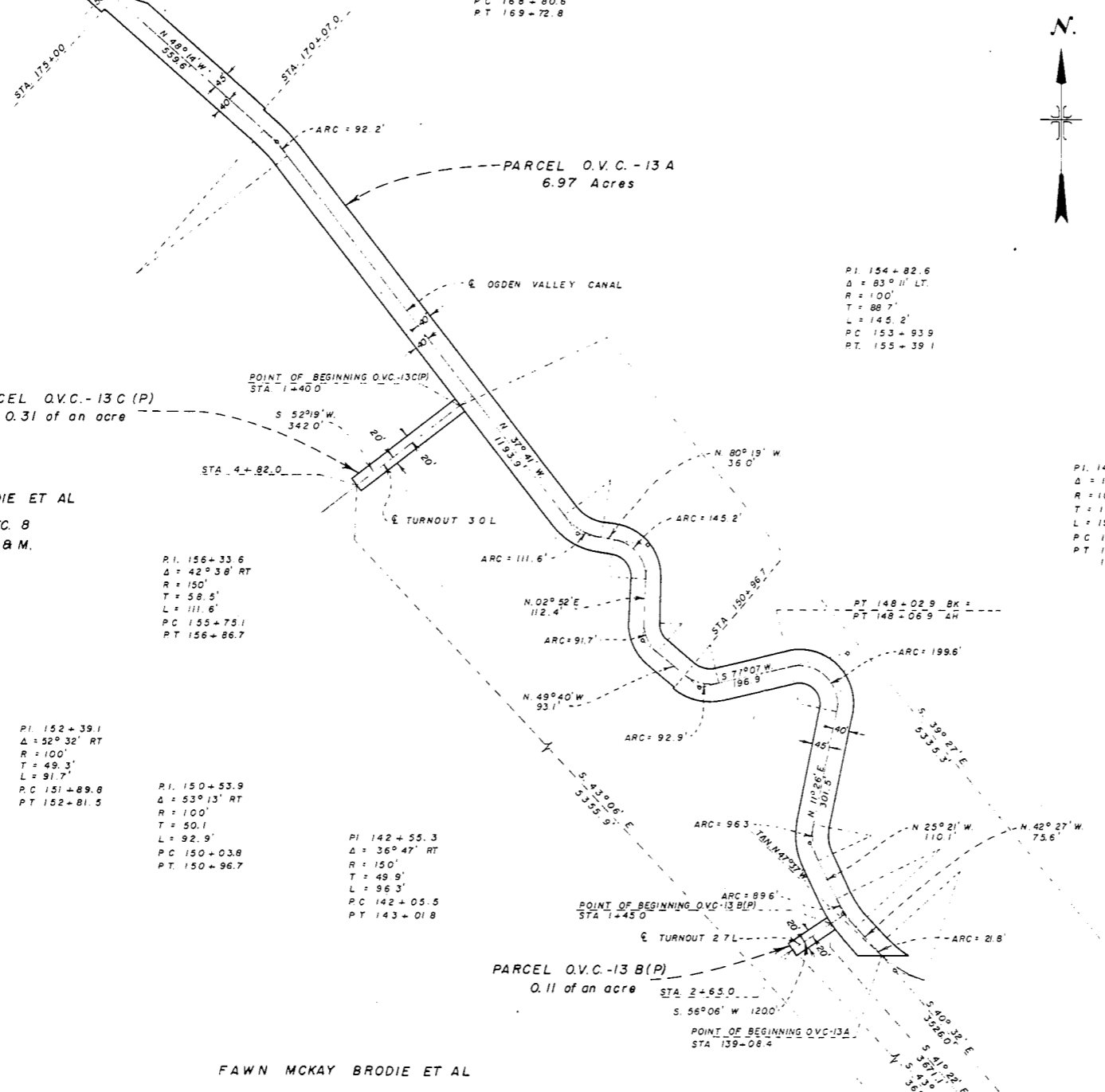
PARCEL O.V.C. - 13 B (P)
0.11 of an acre

POINT OF BEGINNING O.V.C. - 13 B (P)
STA. 1+45.0

FAWN MCKAY BRODIE ET AL



FAWN MCKAY BRODIE ET AL
N.E. 1/4 OF SEC. 8
S.W. 1/4 N.W. 1/4 SEC. 9
T. 6 N. R. 2 E. S. 1 B. & M.



ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Utah } ss.

On this 17th day of August, 1962, personally appeared Barbara McKay Smith, a married woman, before me she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

STATE OF UTAH)
399085) ss Fee: \$10.30
COUNTY OF WEBER)

Filed and recorded for Weber Basin Water Conserv. Dist. Mar. 25, 2:25 p.m., 1963, in Book 738 of Record, Page 70-77.

Ruth James Olsen, County Recorder

/s/ Margene R. Cottle

Copy for:

Project Manager

Parcels OVC-15A/13B(P), 13C(P)
Fawn Brimhall McKay
Ogden Valley Canal

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-06-100-2651

Weber Basin Project

Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 17th day of August, 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

- FLORA McKay JENSEN, a single woman;
- FANN McKay BRODIE, a married woman;
- BARBARA McKay SMITH, a married woman; and
- LOUISE McKay CARD, a married woman.

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

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

and the deed required by article 2 shall be done by the United States

of the United States

and the Vendor shall execute and deliver to the United States

Continuation sheet of article 3Parcel 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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 $40^{\circ}32'$ 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 $47^{\circ}37'$ West; thence North $42^{\circ}27'$ 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 $25^{\circ}21'$ 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 Ninety-six and Three-tenths (96.3) feet; thence North $11^{\circ}26'$ 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 $77^{\circ}07'$ 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 $49^{\circ}40'$ 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 $2^{\circ}52'$ 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 Nine-tenths (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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 ($E\frac{1}{2}NE\frac{1}{4}$) 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 South-easterly 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.

3b. 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 150+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 of 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.
COUNTY OF Salt Lake)

On the 10th day of August, 1962, personally appeared before me Louise McKay Card, a married woman, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Ingt J. Ericson

Notary Public

My Commission Expires: 1-8-65

STATE OF ~~UTAH~~ ARIZONA)
) SS.
COUNTY OF Maricopa)

On the 29th day of September, 1962, personally appeared before me Flora McKay Jensen, a widow, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Thomas P. Owen

Notary Public

My Commission Expires: June 16, 1963

STATE OF ~~UTAH~~ CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On the 24th day of Sept., 1962, personally appeared before me Flora McKay Jensen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

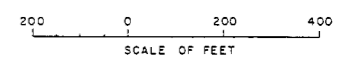
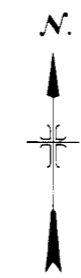
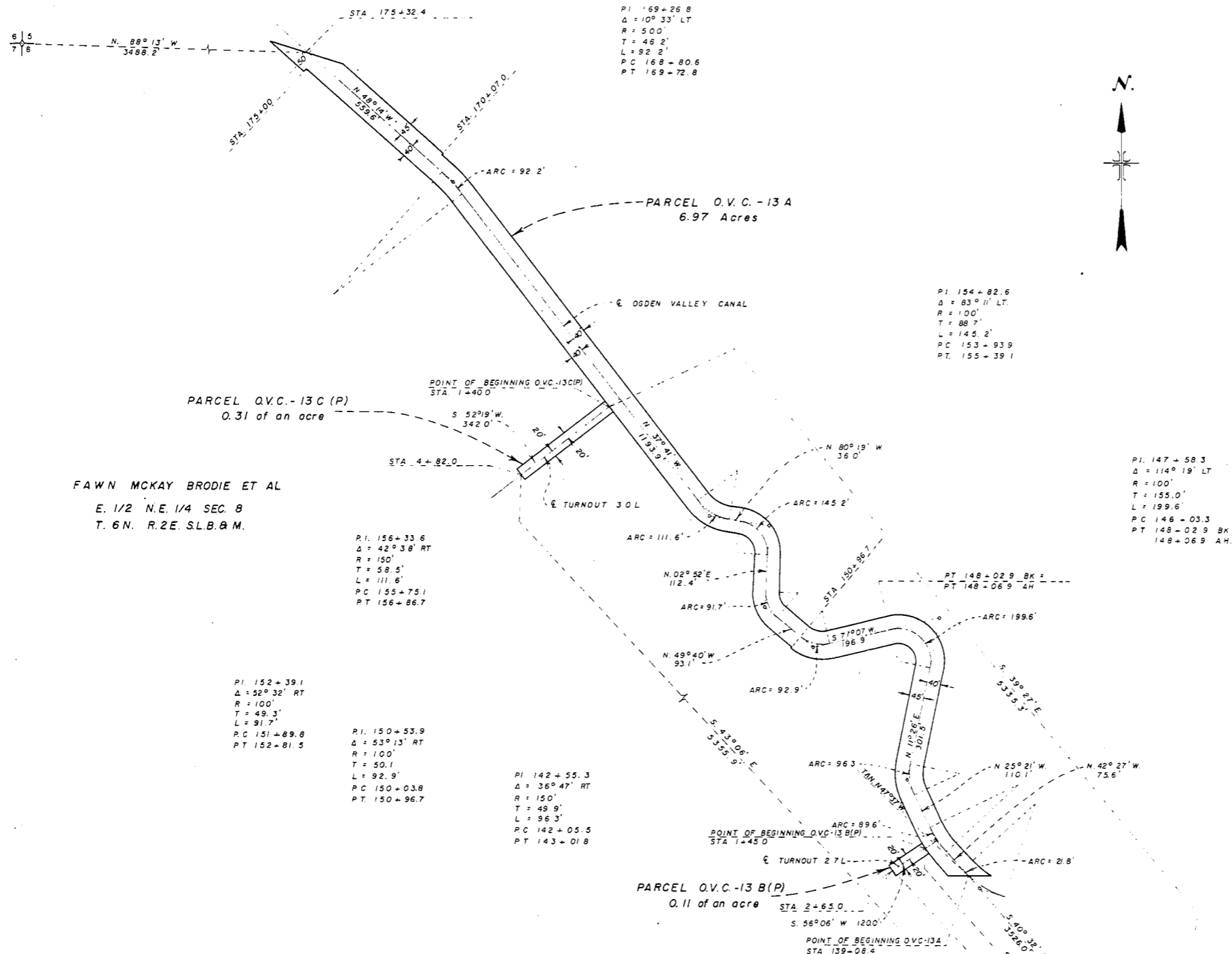
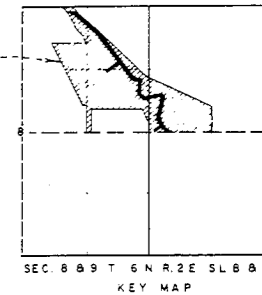
(SEAL AFFIXED)

/s/ Phyllis M. Casanova

Notary Public

My Commission Expires: Phyllis M. Casanova
Notary Public
My Com. expires 3/29/64

TOTAL HOLDINGS
SEC. 8, 9, 92.6 ACRES



ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Utah } ss.

On this 17th day of August, 1962, personally appeared Barbara McKay Smith, a married woman, before me she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., 19 and is duly recorded in Vol. of Page No.

By Fees; \$
County Recorder

STATE OF UTAH)
399085) ss Fee: \$10.30
COUNTY OF WEBER)

Filed and recorded for Weber Basin Water Conserv. Dist. Mar. 25, 2:25 p.m., 1963, in Book 738 of Record, Page 70-77.

Ruth James Olsen, County Recorder

/s/ Margene R. Cottle

Copy for:

Project Manager

Parcels OVC-13A(13)(P), 13C(P)
Fawn Brimhall McKay
Ogden Valley Canal

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. **14-06-100-2651**

Weber Basin Project

Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **August**, 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

FLORA McKay JENSEN, a single woman;

FANN McKay BRODIE, a married woman;

BARBARA McKay SMITH, a married woman; and

LOUISE McKay CARD, a married woman;

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:

1. This contract shall become operative to the extent of **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**:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

and the deed required by article 2 shall be done by the United States

and the Vendor shall provide and pay for all necessary expenses of recording this contract

Continuation sheet of article 3Parcel 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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 $40^{\circ}32'$ 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 $47^{\circ}37'$ West; thence North $42^{\circ}27'$ 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 $25^{\circ}21'$ 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 Ninety-six and Three-tenths (96.3) feet; thence North $11^{\circ}26'$ 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 $77^{\circ}07'$ 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 $49^{\circ}40'$ 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 $2^{\circ}52'$ 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 $80^{\circ}19'$ 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 $37^{\circ}41'$ West Eleven Hundred Ninety-three and Nine-tenths (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 $48^{\circ}14'$ 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 $88^{\circ}13'$ 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 ($SW\frac{1}{4}NW\frac{1}{4}$) 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 $41^{\circ}22'$ East Thirty-six Hundred Seventy-one and One-tenth (3671.1) feet, and running thence South $56^{\circ}06'$ 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 $43^{\circ}12'$ 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 ($E\frac{1}{2}NE\frac{1}{4}$) 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 South-easterly 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.

3b. 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 150+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 of 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.
COUNTY OF Salt Lake)

On the 10th day of August, 1962, personally appeared before me Louise McKay Card, a married woman, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Ingt J. Ericson

Notary Public

My Commission Expires: 1-8-65

STATE OF ~~UTAH~~ ARIZONA)
) SS.
COUNTY OF Maricopa)

On the 29th day of September, 1962, personally appeared before me Flores McKay Jensen, a widow, the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL AFFIXED)

/s/ Thomas P. Owen

Notary Public

My Commission Expires: June 16, 1963

STATE OF ~~UTAH~~ CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On the 24th day of Sept., 1962, personally appeared before me Flores McKay Jensen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

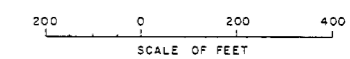
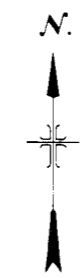
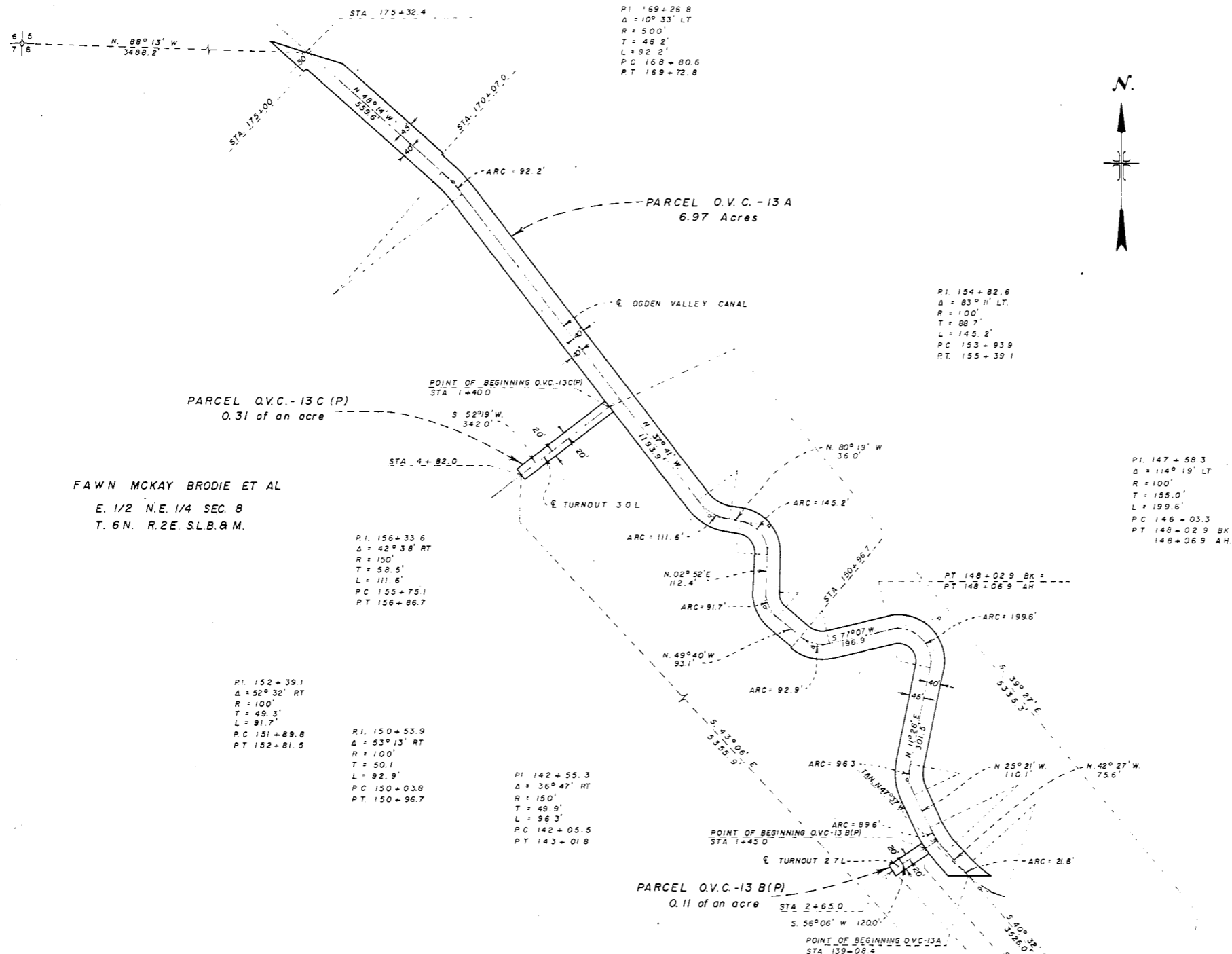
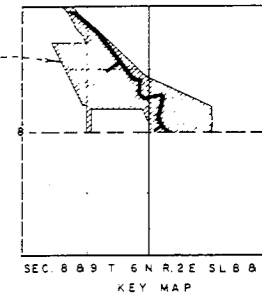
(SEAL AFFIXED)

/s/ Phyllis M. Casanova

Notary Public

My Commission Expires: Phyllis M. Casanova
Notary Public
My Comm. expires 3/29/64

TOTAL HOLDINGS
SEC. 8, 9, 92.6 ACRES



FAWN MCKAY BRODIE ET AL

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Utah } ss.

On this 17th day of August, 1962, personally appeared before me Barbara McKay Smith, a married woman, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., 19 and is duly recorded in Vol. of Page No.

By Fees; \$
County Recorder

STATE OF UTAH)
399085) ss Fee: \$10.30
COUNTY OF WEBER)

Filed and recorded for Weber Basin Water
Consrv. Dist. Mar. 25, 2:25 p.m., 1963, in
Book 738 of Record, Page 70-77.

Ruth James Olsen, County Recorder

/s/ Margene R. Cottle

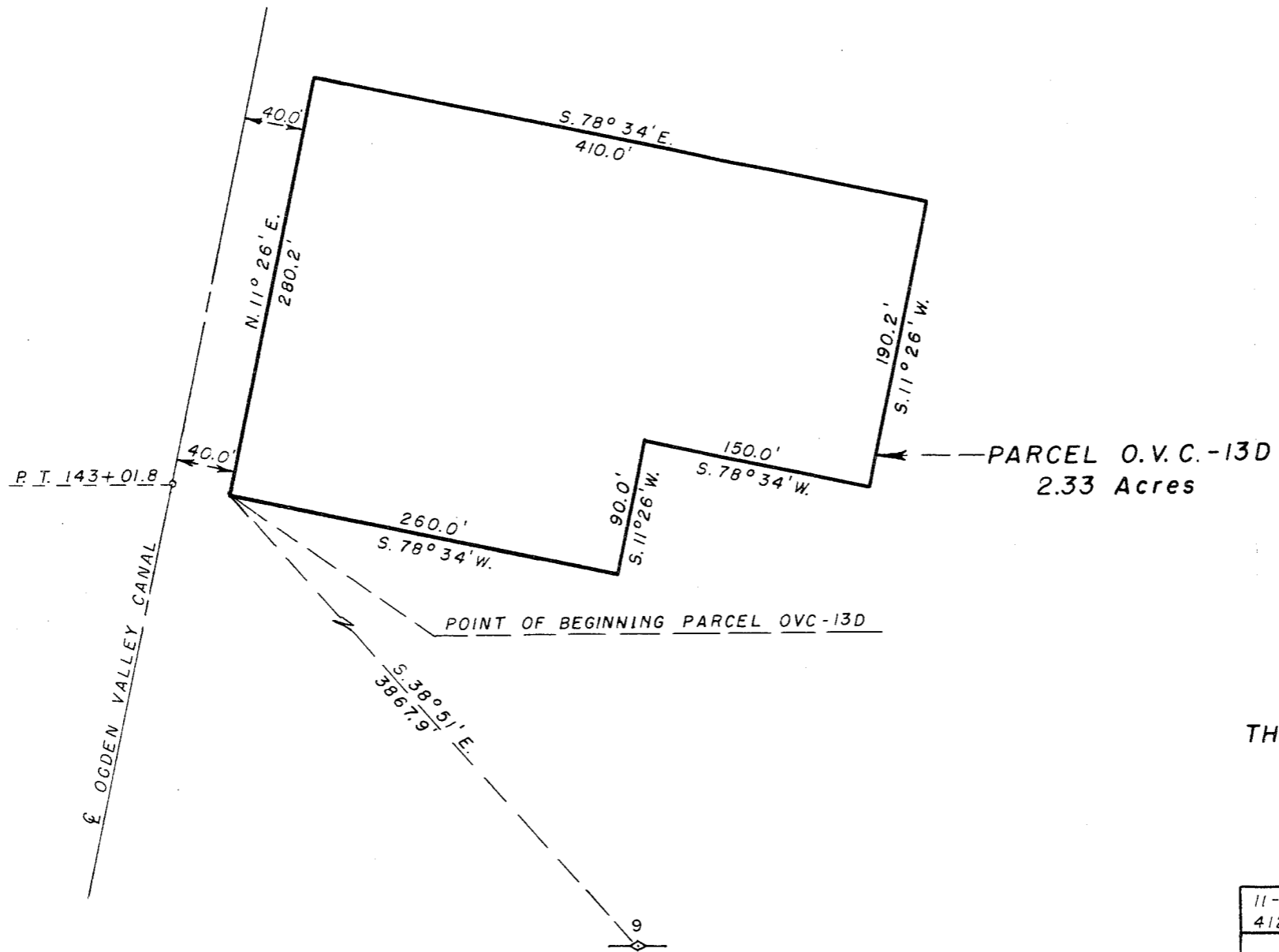
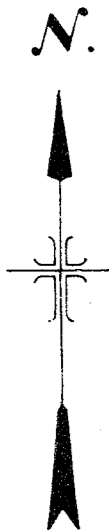
RIGHT-OF-WAY DESCRIPTION
 OGDEN VALLEY CANAL
 WEBER BASIN PROJECT

Parcel No. OVC-13D
 Vendor Thomas E. McKay, Jr., et al

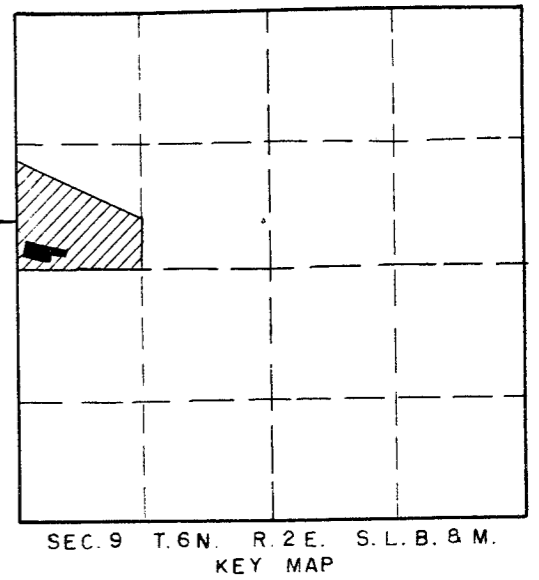
Written by: C. H. Jackson
 Checked by: M. C. Christensen

A tract of land in the Southwest Quarter of the Northwest Quarter
 ($\text{SW}\frac{1}{4}\text{NW}\frac{1}{4}$) 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
 $38^{\circ}51'$ East Thirty-eight Hundred Sixty-seven and Nine-tenths (3867.9)
 feet, and running thence North $11^{\circ}26'$ East along said Northeasterly
 right-of-way line Two Hundred Eighty and Two-tenths (280.2) feet; thence
 South $78^{\circ}34'$ East Four Hundred Ten (410.0) feet; thence South $11^{\circ}26'$ West
 One Hundred Ninety and Two-tenths (190.2) feet; thence North $78^{\circ}34'$ West
 One Hundred Fifty (150.0) feet; thence South $11^{\circ}26'$ West Ninety (90.0)
 feet; thence North $78^{\circ}34'$ West Two Hundred Sixty (260.0) feet to the point
 of beginning, containing 2.33 acres, more or less.



TOTAL HOLDINGS SEC. 9
27.18 ACRES



PARCEL O.V.C.-13D
2.33 Acres

THOMAS E. MCKAY, JR., ETAL
S.W. 1/4 N.W. 1/4 SEC. 9
T. 6 N., R. 2 E., S.L.B. & M.

11-28-62 412 <i>EMJ</i>	REVISED ACREAGE
UNITED STATES DEPARTMENT OF THE INTERIOR	

Copy for: *K. G. Jensen*
Parcels OVC-14A, TAB(F), 14C
Keith G. Jensen, et al
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2775

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th day of January, 1963, 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

KEITH G. JENSEN and LULA H. JENSEN, his wife

hereinafter styled Vendor,

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

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:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3

Parcel No. OVC-14A

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) and in the Northwest Quarter ($NW\frac{1}{4}$) 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 $35^{\circ}58'$ West Thirty-three Hundred Thirty-one (3331.0) feet, and running thence North $5^{\circ}22'$ 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 Ninety-three and Nine-tenths (93.9) feet; thence North $59^{\circ}11'$ 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 $23^{\circ}27'$ 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 Eighty-four and One-tenth (184.1) feet; thence North $41^{\circ}02'$ 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 Eight-tenths (86.8) feet; thence North $8^{\circ}44'$ East One Hundred Eighty-seven and One-tenth (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 $41^{\circ}22'$ 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 ($N\frac{1}{2}NW\frac{1}{4}$) 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 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 $41^{\circ}22'$ West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, and running thence North $81^{\circ}16'$ West Forty-five (45.0) feet; thence North $8^{\circ}44'$ 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 $51^{\circ}55'$ East Five Hundred Twenty-two and Four-tenths (522.4) feet; thence North $30^{\circ}23'$ East Six (6.0) feet; thence South $3^{\circ}29'$ East Fifty-four and Two-tenths (54.2) feet; thence South $45^{\circ}04'$ West One Hundred Forty

DESCRIPTION GRANTED CORRECT

E. M. Johnson
Name
7-11-62
Date

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 ($\frac{1}{2}$ NW $\frac{1}{4}$) 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.

3b. The United States at its sole cost and expense, will: (i) provide culvert for drain ditch and a farm road crossing at Station 208+00; (ii) provide drainage inlet at Station 207+46; (iii) provide irrigation ditch relocation with culvert for road crossing from Station 209+00 to Station 227+16; (iv) provide farm road crossings at Stations 1+35 and 222+80; (v) provide irrigation ditch crossing at Station 223+00; (vi) provide irrigation turnout

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.

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.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 4th day of January, 1963, personally appeared before me Keith G. Jensen and Lula H. Jensen, his wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19____ and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH)
COUNTY OF WEBER) ss 397199
\$9.00

Filed and recorded for Weber Basin Water Conserv. Dist.,
February 25, 11:44 a.m., 1963, in Book 735 of record,
Page 280-286.

Ruth Eames Olsen
County Recorder
/s/ Edith D. Wheeler

Copy for: *R. A. H.*
Parcels OVC-14A, TAB(F), 14C
Keith G. Jensen, et al
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2775

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th day of January, 1963, 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

KEITH G. JENSEN and LULA H. JENSEN, his wife
hereinafter styled Vendor,

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

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:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3

Parcel No. OVC-14A

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) and in the Northwest Quarter ($NW\frac{1}{4}$) 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 $35^{\circ}58'$ West Thirty-three Hundred Thirty-one (3331.0) feet, and running thence North $5^{\circ}22'$ 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 Ninety-three and Nine-tenths (93.9) feet; thence North $59^{\circ}11'$ 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 $23^{\circ}27'$ 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 Eighty-four and One-tenth (184.1) feet; thence North $41^{\circ}02'$ 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 Eight-tenths (86.8) feet; thence North $8^{\circ}44'$ East One Hundred Eighty-seven and One-tenth (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 $41^{\circ}22'$ 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 ($N\frac{1}{2}NW\frac{1}{4}$) 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 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 $41^{\circ}22'$ West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, and running thence North $81^{\circ}16'$ West Forty-five (45.0) feet; thence North $8^{\circ}44'$ 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 $51^{\circ}55'$ East Five Hundred Twenty-two and Four-tenths (522.4) feet; thence North $30^{\circ}23'$ East Six (6.0) feet; thence South $3^{\circ}29'$ East Fifty-four and Two-tenths (54.2) feet; thence South $45^{\circ}04'$ West One Hundred Forty

DESCRIPTION GRANTED CORRECT

E. M. Johnson
Name
7-11-62
Date

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 ($\frac{1}{2}$ NW $\frac{1}{4}$) 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.

3b. The United States at its sole cost and expense, will: (i) provide culvert for drain ditch and a farm road crossing at Station 208+00; (ii) provide drainage inlet at Station 207+46; (iii) provide irrigation ditch relocation with culvert for road crossing from Station 209+00 to Station 227+16; (iv) provide farm road crossings at Stations 1+35 and 222+80; (v) provide irrigation ditch crossing at Station 223+00; (vi) provide irrigation turnout

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.

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.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 4th day of January, 1963, personally appeared before me Keith G. Jensen and Lula H. Jensen, his wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19____ and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH)
COUNTY OF WEBER) ss 397199
COUNTY OF WEBER) \$9.00

Filed and recorded for Weber Basin Water Conserv. Dist., February 25, 11:44 a.m., 1963, in Book 735 of record, Page 280-286.

Ruth Eames Olsen
County Recorder
/s/ Edith D. Wheeler

Copy for: *K. G. Jensen*
Parcels OVC-14A, TAB(F), 14C
Keith G. Jensen, et al
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2775

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th day of January, 1963, 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

KEITH G. JENSEN and LULA H. JENSEN, his wife
hereinafter styled Vendor,

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

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:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3

Parcel No. OVC-14A

A strip of land in the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) and in the Northwest Quarter ($NW\frac{1}{4}$) 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 $35^{\circ}58'$ West Thirty-three Hundred Thirty-one (3331.0) feet, and running thence North $5^{\circ}22'$ 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 Ninety-three and Nine-tenths (93.9) feet; thence North $59^{\circ}11'$ 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 $23^{\circ}27'$ 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 Eighty-four and One-tenth (184.1) feet; thence North $41^{\circ}02'$ 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 Eight-tenths (86.8) feet; thence North $8^{\circ}44'$ East One Hundred Eighty-seven and One-tenth (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 $41^{\circ}22'$ West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, containing 3.41 acres, more or less; also

DESCRIPTION GRANTED CORRECT

E. M. Johnson
Name
7-11-62
Date

Parcel No. OVC-14C

A tract of land in the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) 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 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 $41^{\circ}22'$ West Fifteen Hundred Eighty-one and One-tenth (1581.1) feet, and running thence North $81^{\circ}16'$ West Forty-five (45.0) feet; thence North $8^{\circ}44'$ 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 $51^{\circ}55'$ East Five Hundred Twenty-two and Four-tenths (522.4) feet; thence North $30^{\circ}23'$ East Six (6.0) feet; thence South $3^{\circ}29'$ East Fifty-four and Two-tenths (54.2) feet; thence South $45^{\circ}04'$ West One Hundred Forty

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 ($\frac{1}{2}$ NW $\frac{1}{4}$) 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.

3b. The United States at its sole cost and expense, will: (i) provide culvert for drain ditch and a farm road crossing at Station 208+00; (ii) provide drainage inlet at Station 207+46; (iii) provide irrigation ditch relocation with culvert for road crossing from Station 209+00 to Station 227+16; (iv) provide farm road crossings at Stations 1+35 and 222+80; (v) provide irrigation ditch crossing at Station 223+00; (vi) provide irrigation turnout

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.

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.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 4th day of January, 1963, personally appeared before me Keith G. Jensen and Lula H. Jensen, his wife to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19 _____ and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH)
COUNTY OF WEBER) ss 397199
\$9.00

Filed and recorded for Weber Basin Water Conserv. Dist.,
February 25, 11:44 a.m., 1963, in Book 735 of record,
Page 280-286.

Ruth Eames Olsen
County Recorder
/s/ Edith D. Wheeler

Form 7-276

(8-60)

Copy for: *R. C. H.*

Tracts Nos. OVC-15A, 15B, 15C(P)
Ralph W. Davis
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2662

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 27th day of August, 1962,
in pursuance of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or sup-
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

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

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein con-
tained, 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, State of Utah, to-wit:

**See attached continuation sheets of article 3 for description and articles 3a,
3b, 3c and 3d.**

Continuation sheet of article 3

Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) 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 $89^{\circ}28'$ West Eight Hundred Forty-six (846.0) feet, and running thence North $58^{\circ}40'$ 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 Four-tenths (49.4) feet; thence North $30^{\circ}20'$ 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 $41^{\circ}57'$ 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 $66^{\circ}18'$ 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 $0^{\circ}42'$ 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 ($NW\frac{1}{4}SE\frac{1}{4}$) 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, and running thence North $29^{\circ}07'$ West Four Hundred Forty and Four-tenths (440.4) feet;

Description Certified Correct
By /s/ C. H. Jackson Mar. 12, 1962
Name Date

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 $\frac{1}{4}$ SW $\frac{1}{4}$) 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.

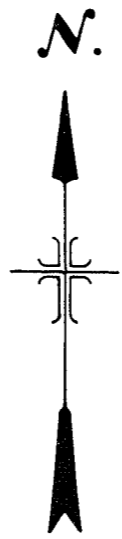
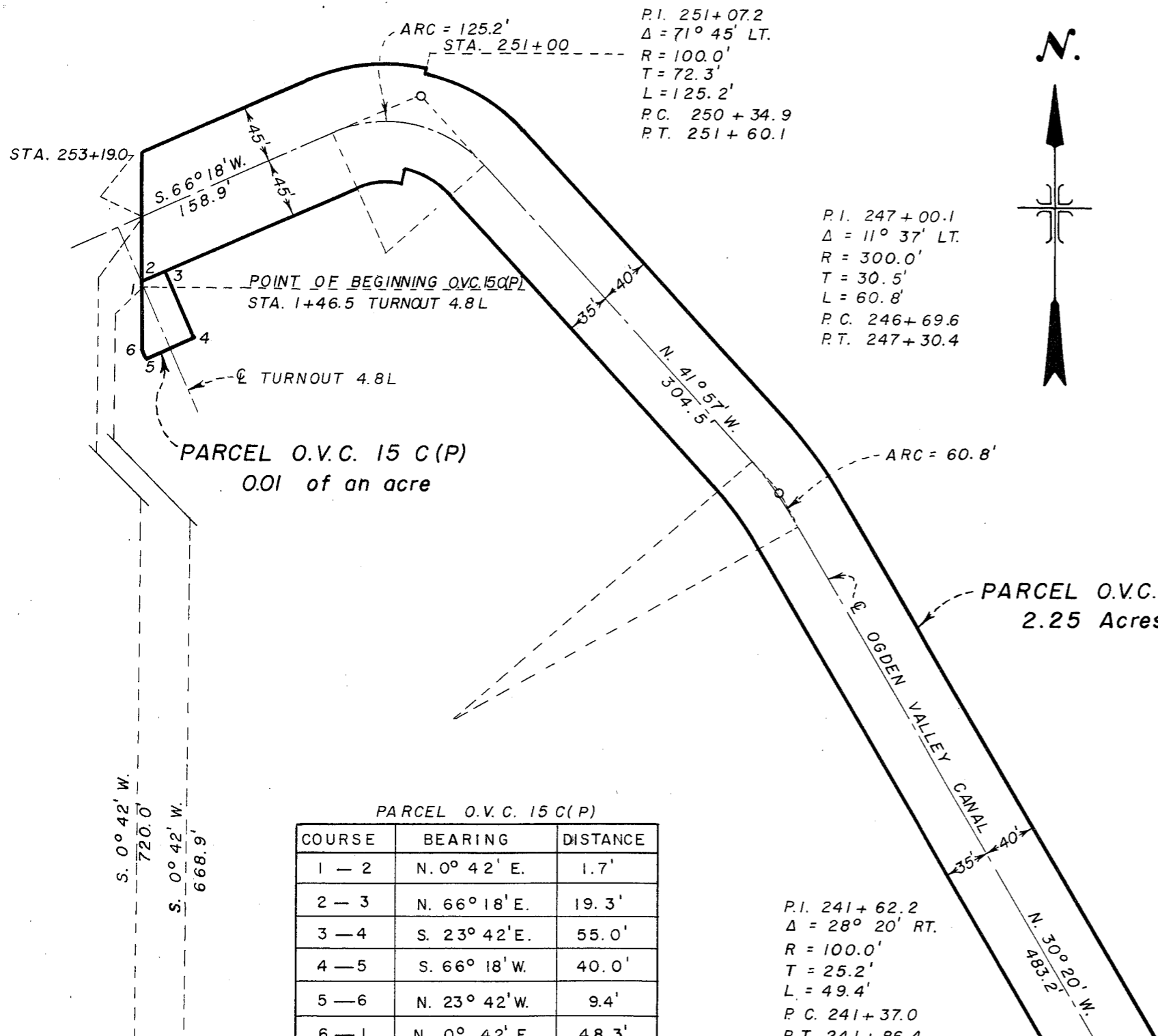
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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; and will (vi) maintain locked gates and "NO TRANSMISSION" signs at vendors' property lines on the right-of-way.

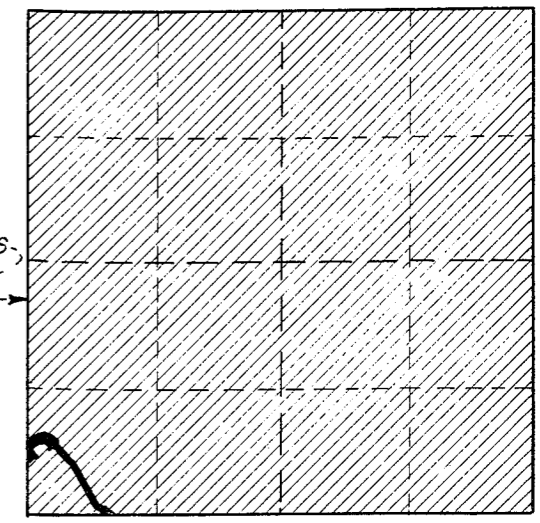
/s/ R. W. D.
/s/ M. C. D.

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.



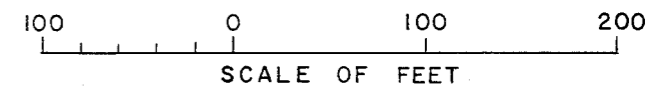
TOTAL HOLDINGS
SEC. 32, 640 ACRES



SEC. 32 T.7N. R.2E. S.L.B.&M.
KEY MAP

RALPH W. DAVIS

S.W. 1/4 S.W. 1/4 SEC. 32
T. 7 N. R. 2 E. S. L. B. & M.



PARCEL O.V.C. 15 C (P)

COURSE	BEARING	DISTANCE
1 - 2	N. 0° 42' E.	1.7'
2 - 3	N. 66° 18' E.	19.3'
3 - 4	S. 23° 42' E.	55.0'
4 - 5	S. 66° 18' W.	40.0'
5 - 6	N. 23° 42' W.	9.4'
6 - 1	N. 0° 42' E.	48.3'

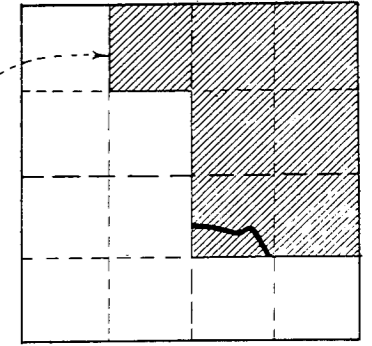
POINT OF BEGINNING O.V.C. 15 A
STA. 240+67.0

P.I. 283 + 10.7
 $\Delta = 08^{\circ} 47' \text{ LT.}$
 R = 400'
 T = 30.7'
 L = 61.3'
 P.C. 282 + 80.0
 P.T. 283 + 41.3

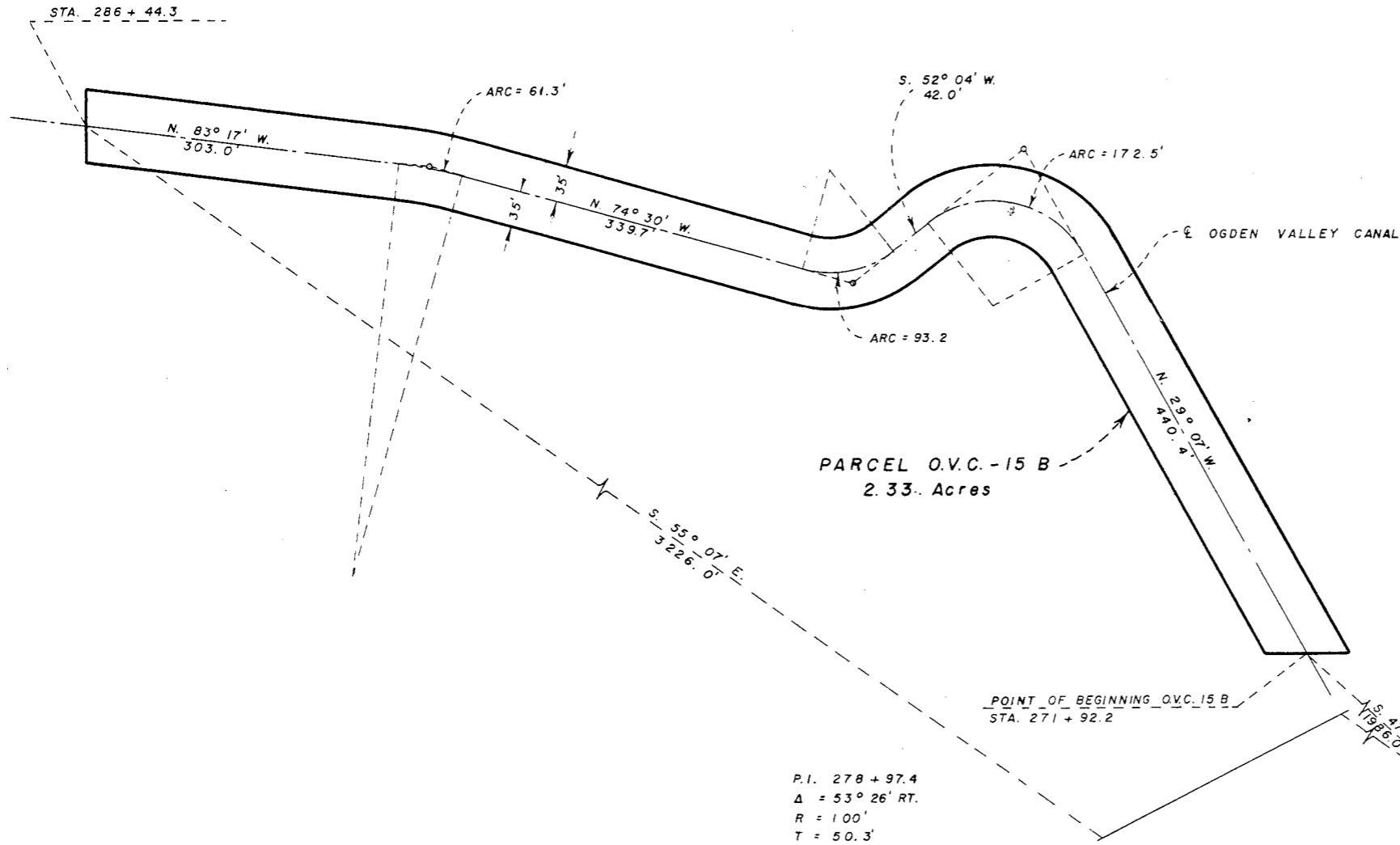
P.I. 277 + 49.3
 $\Delta = 98^{\circ} 50' \text{ LT.}$
 R = 100'
 T = 116.7'
 L = 172.5'
 P.C. 276 + 32.6
 P.T. 278 + 05.1

P.I. 278 + 97.4
 $\Delta = 53^{\circ} 26' \text{ RT.}$
 R = 100'
 T = 50.3'
 L = 93.2'
 P.C. 278 + 47.1
 P.T. 279 + 40.3

TOTAL HOLDINGS
 SEC. 31, 280 ACRES



SEC. 31, T.7 N, R.2 E. S.L.B. & M.
 KEY MAP



RALPH W. DAVIS
 NW 1/4 S.E. 1/4 SEC. 31
 T.7 N. R.2 E. S.L.B. & M.

31 32
 6 5

ACKNOWLEDGMENT OF VENDOR

State of UTAH
County of UTAH } ss.

On this 27th day of August, 19 62, personally appeared before me Ralph W. Davis and Moselle C. Davis, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., , 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH
COUNTY OF WEBER) SS
FILED AND RECORDED BY
Weber Basin Water Conservancy District Co.
Nov. 2, 1962 - 10:40 A.M.

\$8.00
390277

In Book 725 OF RECORD
PAGE 602-608

RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Renee Vaughn

Form 7-276

(8-60)

Copy for: *R. C. H.*

Tracts Nos. OVC-15A, 15B, 15C(P)
Ralph W. Davis
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2662

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 27th day of August, 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

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

hereinafter styled Vendor,

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

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:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3

Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) 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 $89^{\circ}28'$ West Eight Hundred Forty-six (846.0) feet, and running thence North $58^{\circ}40'$ 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 Four-tenths (49.4) feet; thence North $30^{\circ}20'$ 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 $41^{\circ}57'$ 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 $66^{\circ}18'$ 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 $0^{\circ}42'$ 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 ($NW\frac{1}{4}SE\frac{1}{4}$) 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, and running thence North $29^{\circ}07'$ West Four Hundred Forty and Four-tenths (440.4) feet;

Description Certified Correct
By /s/ C. H. Jackson Mar. 12, 1962
Name Date

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 $\frac{1}{4}$ SW $\frac{1}{4}$) 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.

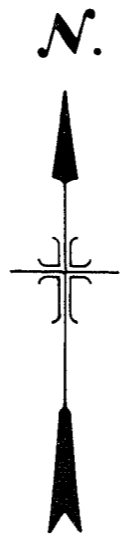
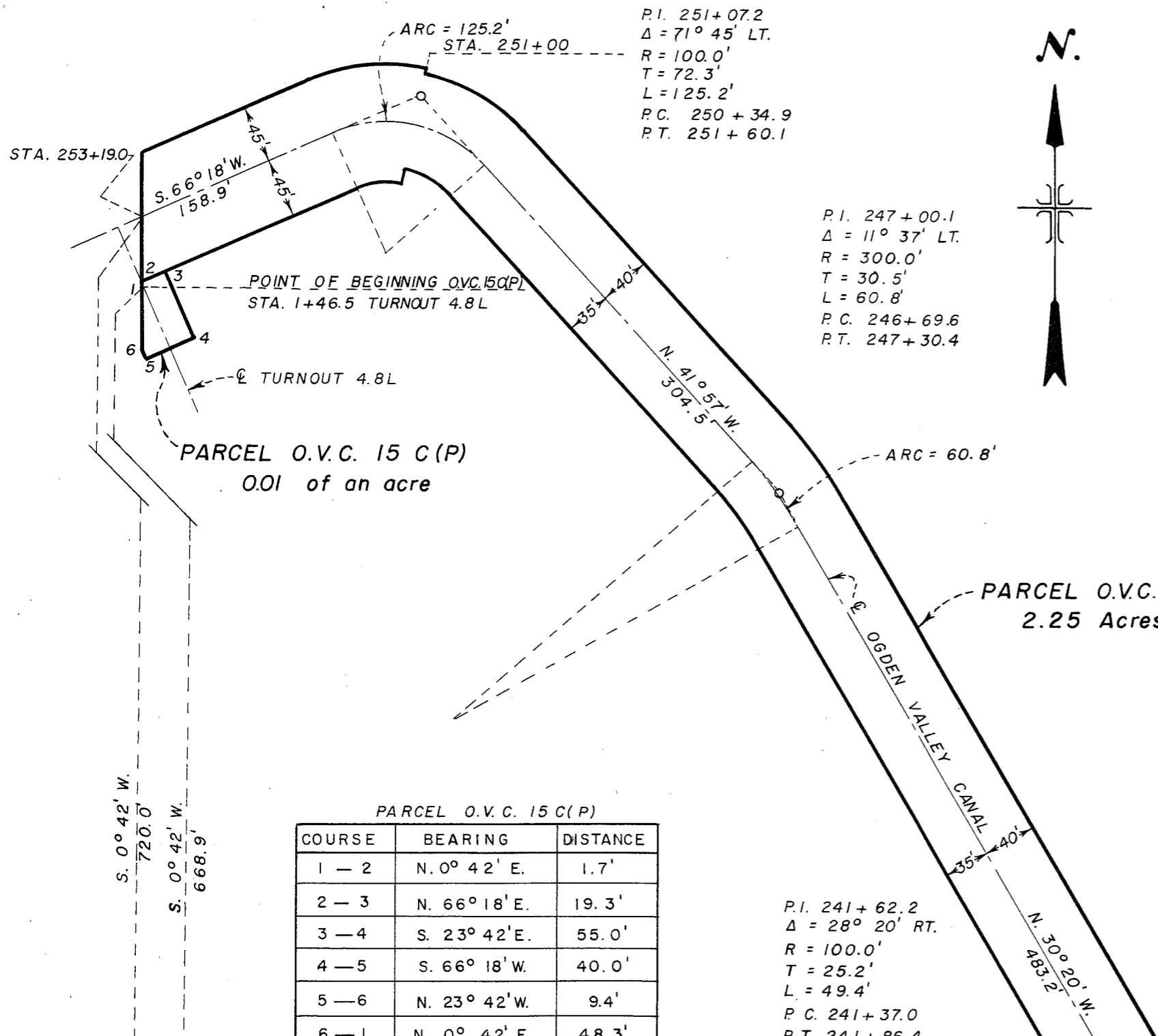
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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; and will (vi) maintain locked gates and "NO TRANSMISSION" signs at vendors' property lines on the right-of-way.

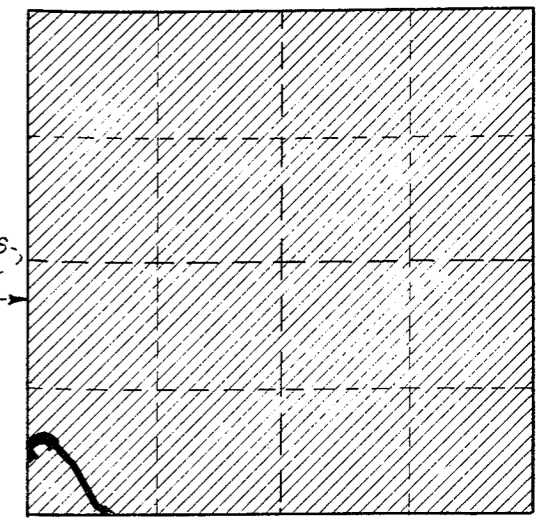
/s/ R. W. D.
/s/ M. C. D.

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.



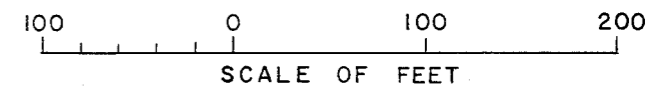
TOTAL HOLDINGS
SEC. 32, 640 ACRES



SEC. 32 T.7 N. R.2 E. S.L.B.&M.
KEY MAP

RALPH W. DAVIS

S.W. 1/4 S.W. 1/4 SEC. 32
T. 7 N. R. 2 E. S.L.B. & M.



PARCEL O.V.C. 15 C (P)

COURSE	BEARING	DISTANCE
1 - 2	N. 0° 42' E.	1.7'
2 - 3	N. 66° 18' E.	19.3'
3 - 4	S. 23° 42' E.	55.0'
4 - 5	S. 66° 18' W.	40.0'
5 - 6	N. 23° 42' W.	9.4'
6 - 1	N. 0° 42' E.	48.3'

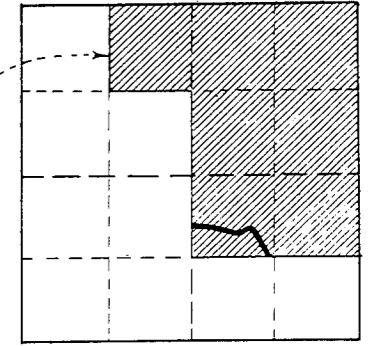
POINT OF BEGINNING O.V.C. 15 A
STA. 240+67.0

P.I. 283 + 10.7
 $\Delta = 08^{\circ} 47' \text{ LT.}$
 R = 400'
 T = 30.7'
 L = 61.3'
 P.C. 282 + 80.0
 P.T. 283 + 41.3

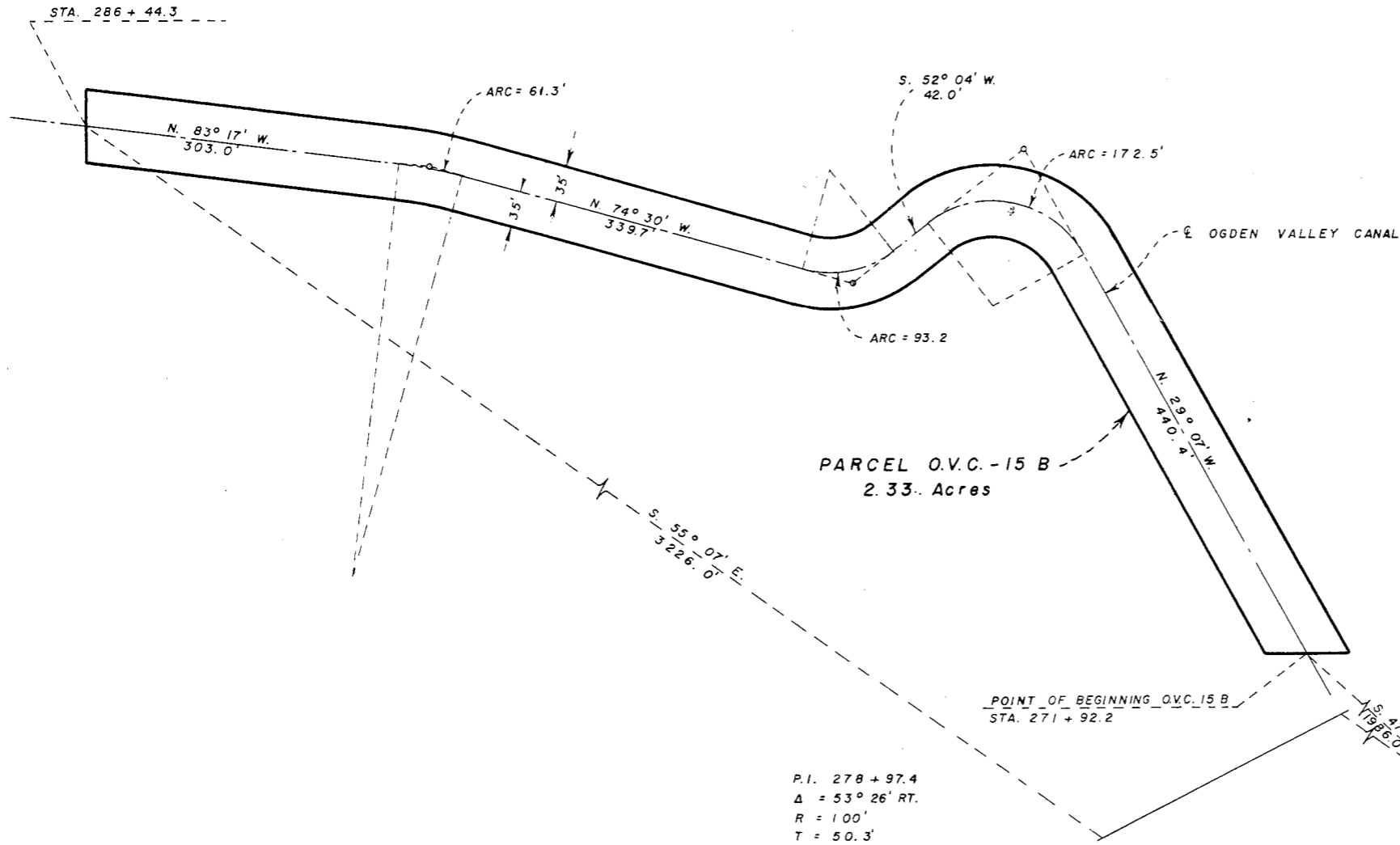
P.I. 277 + 49.3
 $\Delta = 98^{\circ} 50' \text{ LT.}$
 R = 100'
 T = 116.7'
 L = 172.5'
 P.C. 276 + 32.6
 P.T. 278 + 05.1

P.I. 278 + 97.4
 $\Delta = 53^{\circ} 26' \text{ RT.}$
 R = 100'
 T = 50.3'
 L = 93.2'
 P.C. 278 + 47.1
 P.T. 279 + 40.3

TOTAL HOLDINGS
 SEC. 31, 280 ACRES



SEC. 31, T.7 N, R.2 E. S.L.B. & M.
 KEY MAP



RALPH W. DAVIS
 NW 1/4 S.E. 1/4 SEC. 31
 T.7 N. R.2 E. S.L.B. & M.

31/32
 6/5

ACKNOWLEDGMENT OF VENDOR

State of UTAH
County of UTAH } ss.

On this 27th day of August, 19 62, personally appeared before me Ralph W. Davis and Moselle C. Davis, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., , 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH
COUNTY OF WEBER) SS
FILED AND RECORDED BY
Weber Basin Water Conservancy District Co.
Nov. 2, 1962 - 10:40 A.M.

\$8.00
390277

In Book 725 OF RECORD
PAGE 602-608

RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Renee Vaughn

Form 7-276

(8-60)

Copy for: *R. C. H.*

Tracts Nos. OVC-15A, 15B, 15C(P)
Ralph W. Davis
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2662

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 27th day of August, 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

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

hereinafter styled Vendor,

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

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:

See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

Continuation sheet of article 3

Parcel No. OVC-15A

A strip of land in the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) 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 $89^{\circ}28'$ West Eight Hundred Forty-six (846.0) feet, and running thence North $58^{\circ}40'$ 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 Four-tenths (49.4) feet; thence North $30^{\circ}20'$ 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 $41^{\circ}57'$ 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 $66^{\circ}18'$ 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 $0^{\circ}42'$ 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 ($NW\frac{1}{4}SE\frac{1}{4}$) 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, and running thence North $29^{\circ}07'$ West Four Hundred Forty and Four-tenths (440.4) feet;

Description Certified Correct
By /s/ C. H. Jackson Mar. 12, 1962
Name Date

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 $\frac{1}{4}$ SW $\frac{1}{4}$) 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.

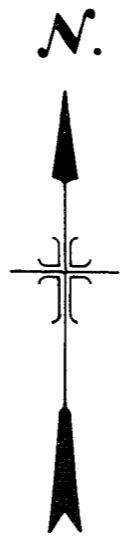
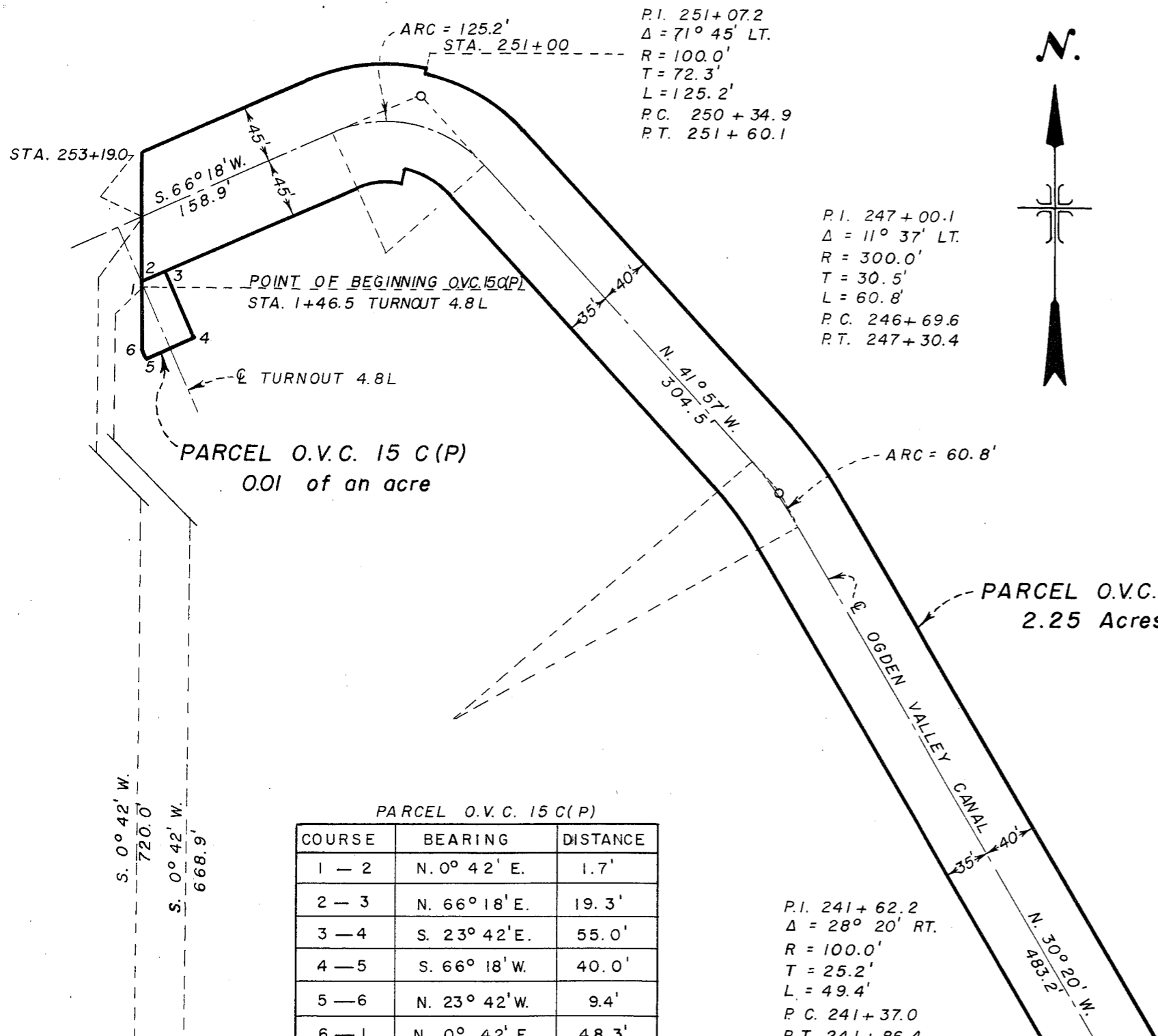
3a. It is understood and agreed that the rights to be conveyed to the United States as described in article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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; and will (vi) maintain locked gates and "NO TRANSMISSION" signs at vendors' property lines on the right-of-way.

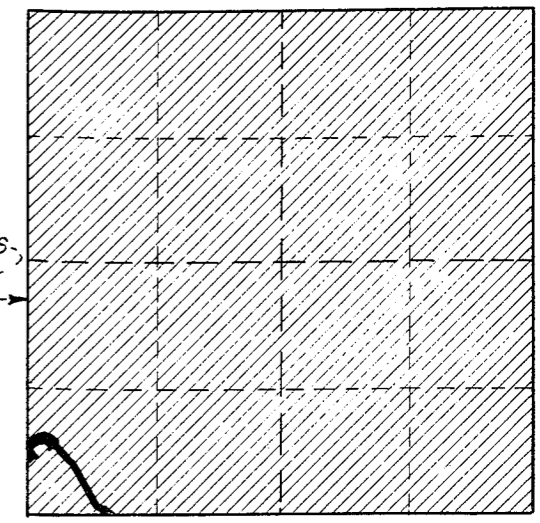
/s/ R. W. D.
/s/ M. C. D.

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.



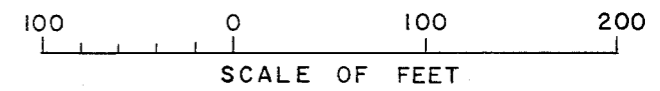
TOTAL HOLDINGS
SEC. 32, 640 ACRES



SEC. 32 T.7N. R.2E. S.L.B.&M.
KEY MAP

RALPH W. DAVIS

S.W. 1/4 S.W. 1/4 SEC. 32
T. 7 N. R. 2 E. S. L. B. & M.



PARCEL O.V.C. 15 C(P)

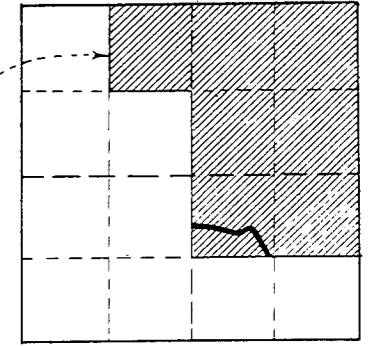
COURSE	BEARING	DISTANCE
1 - 2	N. 0° 42' E.	1.7'
2 - 3	N. 66° 18' E.	19.3'
3 - 4	S. 23° 42' E.	55.0'
4 - 5	S. 66° 18' W.	40.0'
5 - 6	N. 23° 42' W.	9.4'
6 - 1	N. 0° 42' E.	48.3'

POINT OF BEGINNING O.V.C. 15 A
STA. 240+67.0

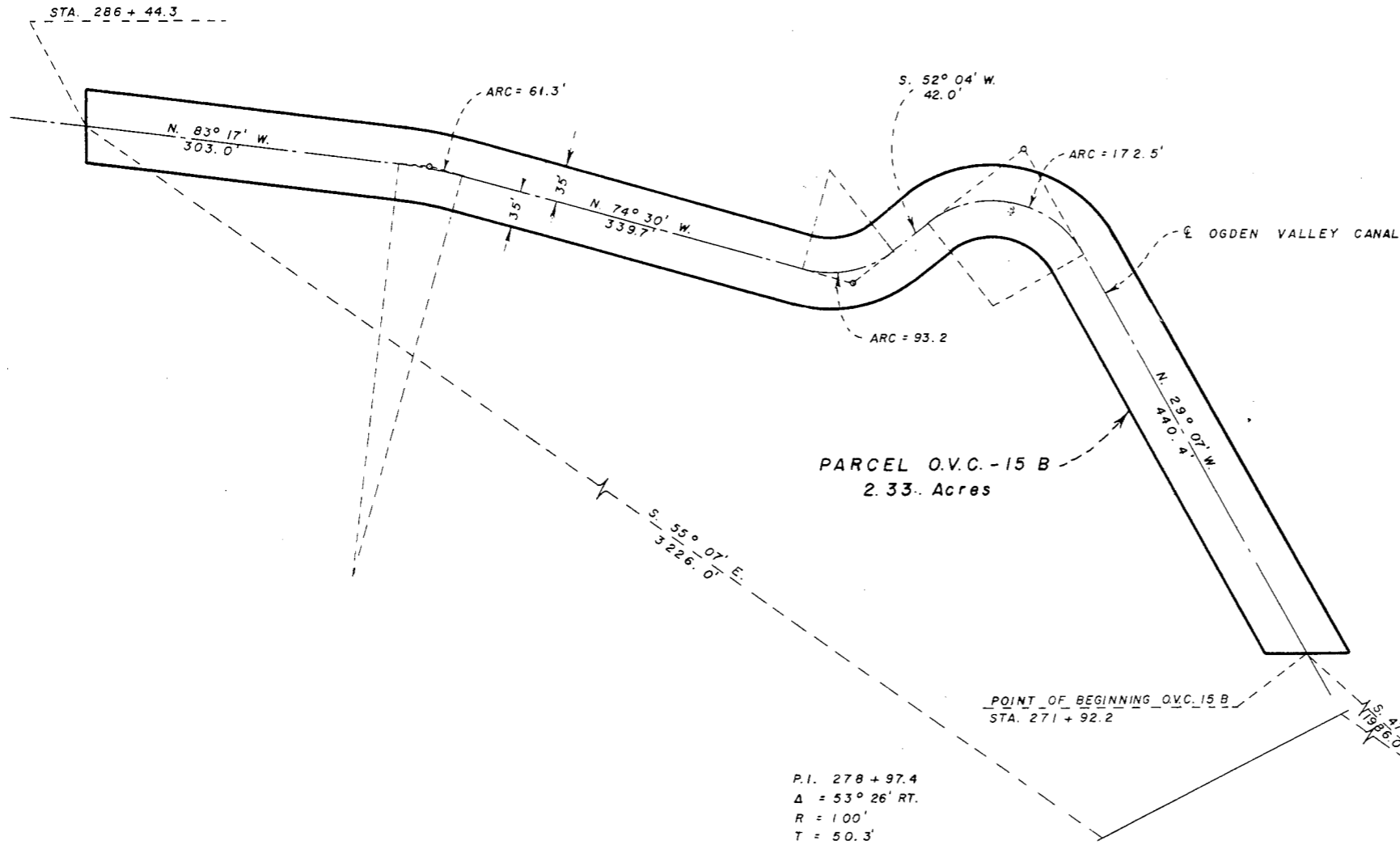
P.I. 283 + 10.7
 $\Delta = 08^{\circ} 47' \text{ LT.}$
 R = 400'
 T = 30.7'
 L = 61.3'
 P.C. 282 + 80.0
 P.T. 283 + 41.3

P.I. 277 + 49.3
 $\Delta = 98^{\circ} 50' \text{ LT.}$
 R = 100'
 T = 116.7'
 L = 172.5'
 P.C. 276 + 32.6
 P.T. 278 + 05.1

TOTAL HOLDINGS
 SEC. 31, 280 ACRES



SEC. 31, T.7 N, R.2 E. S.L.B. & M.
 KEY MAP



PARCEL O.V.C.-15 B
 2.33 Acres

RALPH W. DAVIS
 NW 1/4 S.E. 1/4 SEC. 31
 T.7 N. R.2 E. S.L.B. & M.

P.I. 278 + 97.4
 $\Delta = 53^{\circ} 26' \text{ RT.}$
 R = 100'
 T = 50.3'
 L = 93.2'
 P.C. 278 + 47.1
 P.T. 279 + 40.3

31 32
 6 5

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of UTAH } ss.

On this 27th day of August, 19 62, personally appeared before me Ralph W. Davis and Moselle C. Davis, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/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)

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at M., , 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

STATE OF UTAH }
COUNTY OF WEBER } SS
FILED AND RECORDED BY
Weber Basin Water Conservancy District Co.
Nov. 2, 1962 - 10:40 A.M.

\$8.00
390277

In Book 725 OF RECORD
PAGE 602-608

RUTH EAMES OLSEN
COUNTY RECORDER

/s/ Renee Vaughn

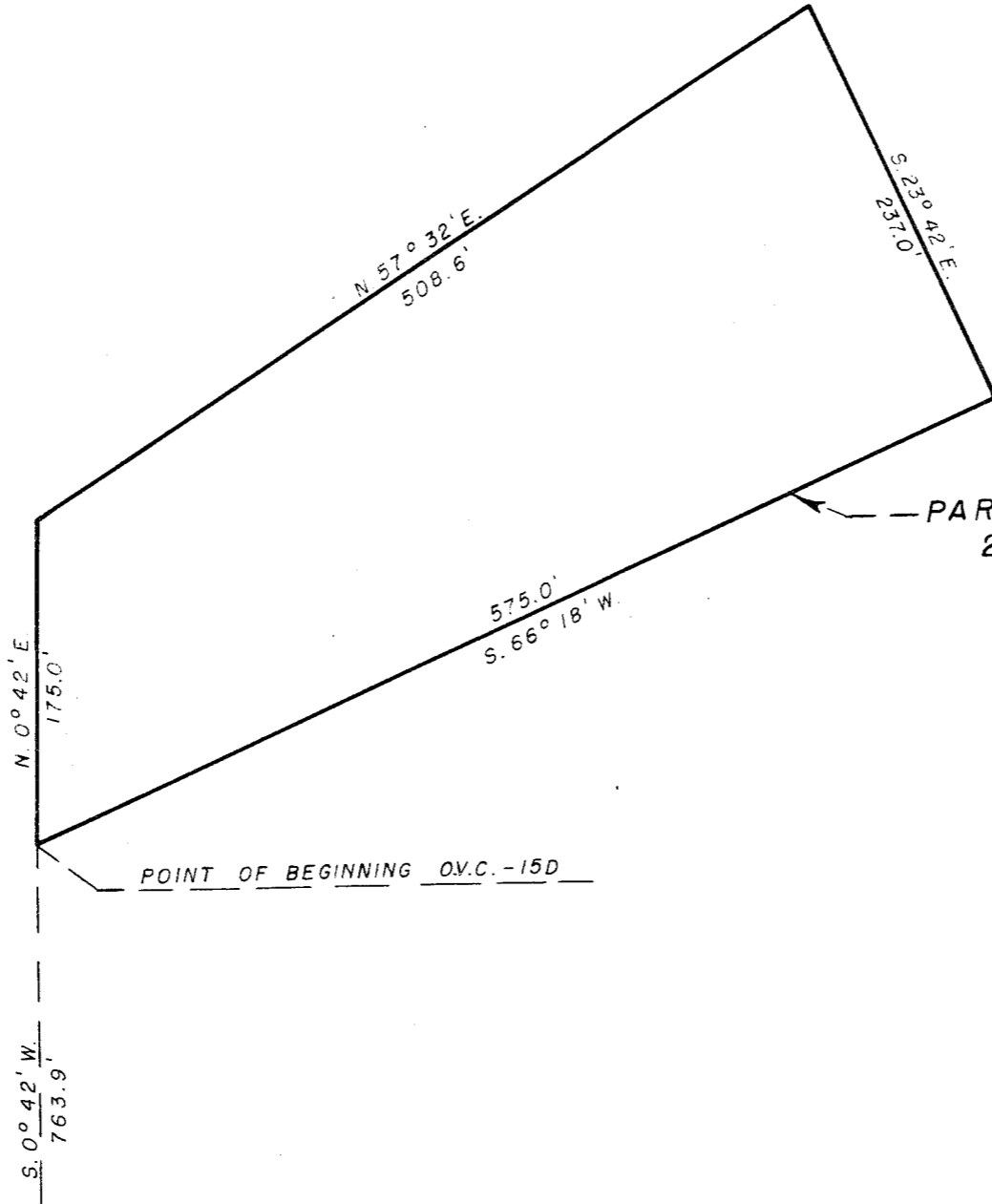
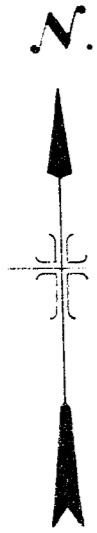
RIGHT-OF-WAY DESCRIPTION
OGDEN VALLEY CANAL
WEBER BASIN PROJECT

Parcel No. OVC-15D
Vendor Ralph W. Davis

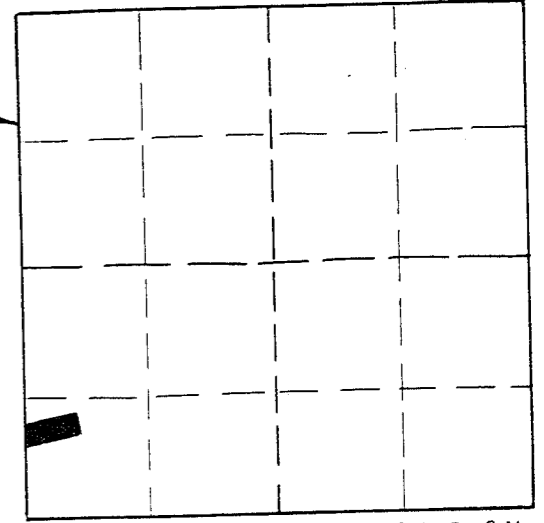
Written by: M. C. Christensen
Checked by: C. H. Jackson

A tract of land in the Southwest Quarter of the Southwest Quarter
(SW $\frac{1}{4}$ SW $\frac{1}{4}$) 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.



TOTAL HOLDINGS SEC. 32
640.0 ACRES



SEC. 32 T. 7N. R. 2E. S.L.B. & M.
KEY MAP

— PARCEL O.V.C. - 15D
2.42 Acres

POINT OF BEGINNING O.V.C. - 15D

RALPH W. DAVIS
S.W. 1/4 S.W. 1/4 SEC. 32
T. 7N. R. 2E. S.L.B. & M.

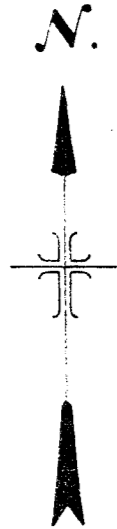
RIGHT-OF-WAY DESCRIPTION
OGDEN VALLEY CANAL
WEBER BASIN PROJECT

Parcel No. OVC-15E
Vendor Ralph W. Davis

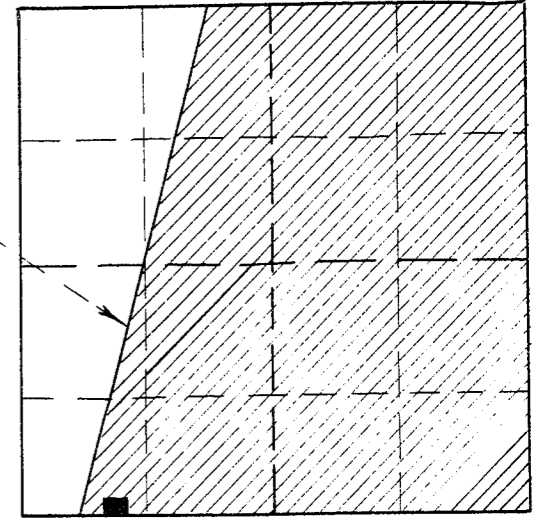
Written by: C. H. Jackson
Checked by: M. C. Christensen

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.

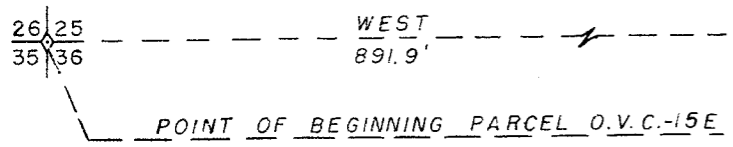
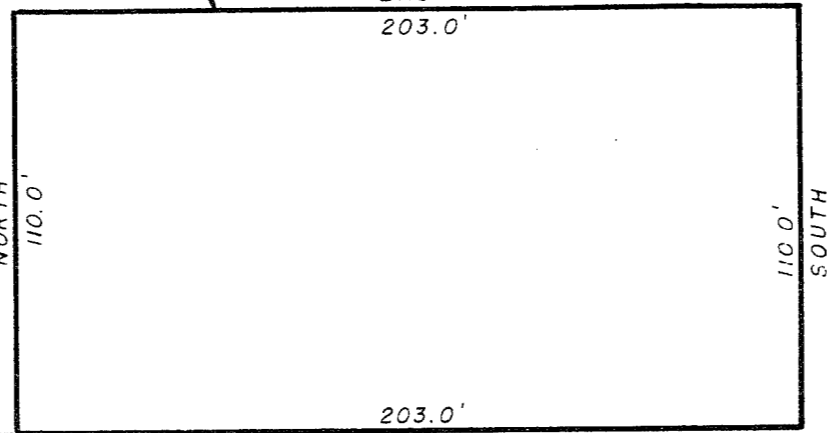


TOTAL HOLDINGS SEC. 25
480.0 ACRES



SEC. 25 T. 7 N. R. 1 E. S. L. B. & M.
KEY MAP

PARCEL O.V.C.-15E
0.51 of an acre



RALPH W. DAVIS
S.W. 1/4 S.W. 1/4 SEC. 25
T. 7 N R. 1 E. S. L. B. & M.

Copy for: *R.A.M.*

Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Matt S. Browning

Contract No. 14-06-400-2992

Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May 1963, 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 MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber State of Utah to-wit:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and notes at the bottom of the page.

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Seven Hundred Twenty (720.0) feet, and running thence South $66^{\circ}18'$ 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 $89^{\circ}27'$ 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 $75^{\circ}08'$ 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 $86^{\circ}05'$ 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 $72^{\circ}51'$ 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 Twenty-five and One-tenth (125.1) feet; thence North $37^{\circ}02'$ 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 $29^{\circ}07'$ 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name Date

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 Eight-tenths (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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

Copy for: *R.A.W.*

Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Matt S. Browning

Contract No. 14-06-400-2992

Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May 1963, 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 MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber State of Utah to-wit: of easement with covenants of warranty See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and notes at the bottom of the page.

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Seven Hundred Twenty (720.0) feet, and running thence South $66^{\circ}18'$ 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 $89^{\circ}27'$ 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 $75^{\circ}08'$ 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 $86^{\circ}05'$ 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 $72^{\circ}51'$ 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 Twenty-five and One-tenth (125.1) feet; thence North $37^{\circ}02'$ 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 $29^{\circ}07'$ 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name _____ Date _____

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 $55^{\circ}07'$ East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North $83^{\circ}17'$ 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 $70^{\circ}09'$ 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 $83^{\circ}40'$ 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 $69^{\circ}42'$ West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South $42^{\circ}05'$ 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 Eight-tenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North $58^{\circ}04'$ 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 $41^{\circ}56'$ 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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 $67^{\circ}17'$ East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South $31^{\circ}30'$ West Fifty-five (55.0) feet; thence South $11^{\circ}33'$ East Thirty-two (32.0) feet; thence North $87^{\circ}00'$ East One Hundred Three and Three-tenths (103.3) feet; thence North $31^{\circ}30'$ East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North $58^{\circ}30'$ 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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South $0^{\circ}42'$ West Forty-eight and Three-tenths (48.3) feet; thence North $23^{\circ}42'$ West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North $66^{\circ}18'$ East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South $0^{\circ}42'$ 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

Copy for:

Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Matt S. Browning

Contract No. 14-06-400-2992

Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May 1963, 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 MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber State of Utah to-wit:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and date: Matt S. Browning May 18 1963

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 Twenty-five 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 VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name Date

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 Eight-tenths (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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

Copy for: *R.A.W.*

Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Matt S. Browning

Contract No. 14-06-400-2992

Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May 1963, 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 MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber State of Utah to-wit:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and notes at the bottom of the page.

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Seven Hundred Twenty (720.0) feet, and running thence South $66^{\circ}18'$ 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 $89^{\circ}27'$ 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 $75^{\circ}08'$ 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 $86^{\circ}05'$ 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 $72^{\circ}51'$ 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 Twenty-five and One-tenth (125.1) feet; thence North $37^{\circ}02'$ 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 $29^{\circ}07'$ 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name Date

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 Eight-tenths (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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

Copy for: *R.A.W.*

Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Matt S. Browning

Contract No. 14-06-400-2992

Weber Basin Project Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May 1963, 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 MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber State of Utah to-wit: of easement with covenants of warranty See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and notes at the bottom of the page.

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 Twenty-five 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 VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name _____ Date _____

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 Eight-tenths (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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 $67^{\circ}17'$ East Twenty-eight Hundred Seventy and Six-tenths (2870.6) feet; and running thence South $31^{\circ}30'$ West Fifty-five (55.0) feet; thence South $11^{\circ}33'$ East Thirty-two (32.0) feet; thence North $87^{\circ}00'$ East One Hundred Three and Three-tenths (103.3) feet; thence North $31^{\circ}30'$ East Twenty (20.0) feet to the said Southerly right-of-way line of said Canal; thence North $58^{\circ}30'$ 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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Six Hundred Sixty-eight and Nine-tenths (668.9) feet, and running thence South $0^{\circ}42'$ West Forty-eight and Three-tenths (48.3) feet; thence North $23^{\circ}42'$ West Forty-five and Six-tenths (45.6) feet to the Southerly right-of-way line of the Ogden Valley Canal; thence North $66^{\circ}18'$ East along said Southerly right-of-way line Twenty and Seven-tenths (20.7) feet to the Vendor's East property line; thence South $0^{\circ}42'$ 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

Copy for: *R.A.W.* UNITED STATES DEPARTMENT OF THE INTERIOR
Parcels OVC-16A(P), B(P), C(P), D(P), E(P), F(P)

Matt S. Browning

BUREAU OF RECLAMATION

Contract No. 14-06-400-2992

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 18th day of May, 1963, 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

MATT S. BROWNING and BARBARA KIMBALL BROWNING, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber, State of Utah, to-wit:

See attached continuation sheets of article 3 for description and articles 3a, 3b and 3c. See last continuation sheet for articles 12 and 13.

Handwritten signature and notes at the bottom of the page.

(Continuation sheet of Article 3)

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 ($S\frac{1}{2}SE\frac{1}{4}$) 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 $0^{\circ}42'$ West Seven Hundred Twenty (720.0) feet, and running thence South $66^{\circ}18'$ 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 $89^{\circ}27'$ 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 $75^{\circ}08'$ 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 $86^{\circ}05'$ 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 $72^{\circ}51'$ 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 Twenty-five and One-tenth (125.1) feet; thence North $37^{\circ}02'$ 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 $29^{\circ}07'$ 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 $47^{\circ}55'$ East Nineteen Hundred Eighty-six (1986.0) feet, containing 3.43 acres, more or less; also

DESCRIPTION VERIFIED CORRECT
BY W. C. H. H. 5/24/63
Name Date

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P)

A strip of land in the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-one (31), Township Seven (7) North, Range Two (2) East and in the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) 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 Forty-seven (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 $55^{\circ}07'$ East Thirty-two Hundred Twenty-six (3226.0) feet, and running thence North $83^{\circ}17'$ 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 $70^{\circ}09'$ 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 $83^{\circ}40'$ 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 $69^{\circ}42'$ West Eight Hundred Forty-two and One-tenth (842.1) feet; thence South $42^{\circ}05'$ 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 Eight-tenths (41.8) feet to Station 315+56.8 back equals Station 315+65.2 ahead; thence North $58^{\circ}04'$ 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 $41^{\circ}56'$ 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

(Continuation sheet of Article 3)

Parcel No. OVC-16B (P) Continued

of One Hundred Fifteen and Two-tenths (115.2) feet; thence North $74^{\circ}56'$ 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 ($NE\frac{1}{4}$) 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 $79^{\circ}30'$ East Eight Hundred Sixty-three (863.0) feet, and running thence North $55^{\circ}22'$ West One Hundred Thirty-seven (137.0) feet; thence North $60^{\circ}26'$ 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 $43^{\circ}30'$ 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 $68^{\circ}53'$ West Three Hundred Seventy-two (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 $50^{\circ}53'$ 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 $89^{\circ}51'$ 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 $58^{\circ}30'$ 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 $66^{\circ}31'$ 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 ($SW\frac{1}{4}NE\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section

(Continuation sheet of Article 3)

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 ($SE\frac{1}{4}SE\frac{1}{4}$) 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 ($SE\frac{1}{4}NE\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 **MONTANA** }
County of **YELLOWSTONE** } ss.

On this **18th** day of **May**, 19**63**, personally appeared before me **Matt S. Browning and Barbara Kimball Browning** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

/s/ William F. Stevens

Notary Public in and for the
State of **Montana**
Residing at **Billings**
My commission expires **April 4, 1966**

(SEAL)

(seal affixed)

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

Fee paid: \$13.50

Filed and recorded for **Weber Basin Water Conservancy District**
July 30, 1963, 1:30 P.M. Book **749**, page **196-205**
Ruth Eames Olsen, Weber County Recorder
/s/ Margene R. Cottle, Deputy

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 NW $\frac{1}{4}$, 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-three and Two-tenths (83.2) feet;

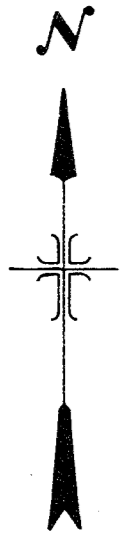
thence North $21^{\circ}25'$ West Three Hundred Eighty-four and Four-tenths (384.4) feet; thence along a regular curve to the left with a radius of 100 feet for an arc distance of Seventy-seven and Nine-tenths (77.9) feet; thence North $66^{\circ}04'$ West One Hundred Sixty-four and Five-tenths (164.5) 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 $52^{\circ}27'$ 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 $68^{\circ}52'$ 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 $0^{\circ}02'$ West Eight Hundred Thirty (830.0) feet, containing 5.25 acres, more or less.

26 | 25
35 | 36

WEST
891.9'

EAST
203.0'

POINT OF BEGINNING OVC-16 H



NORTH
326.0'

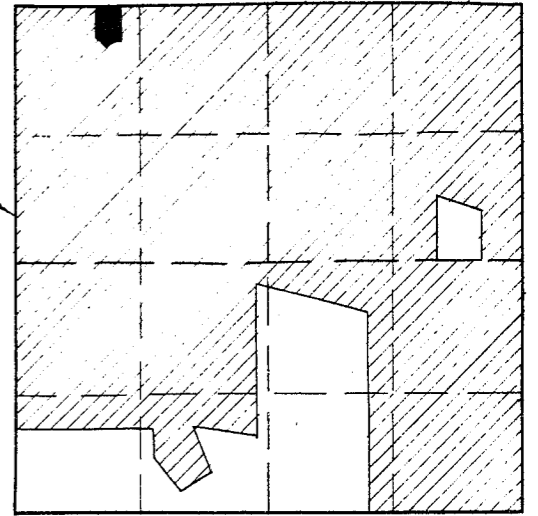
220.0'
SOUTH

165.0'
S. 2° 47' W.

PARCEL O.V.C.-16 H

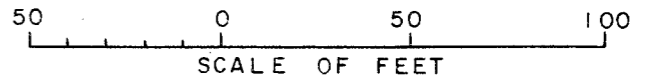
95.0'
N. 37°

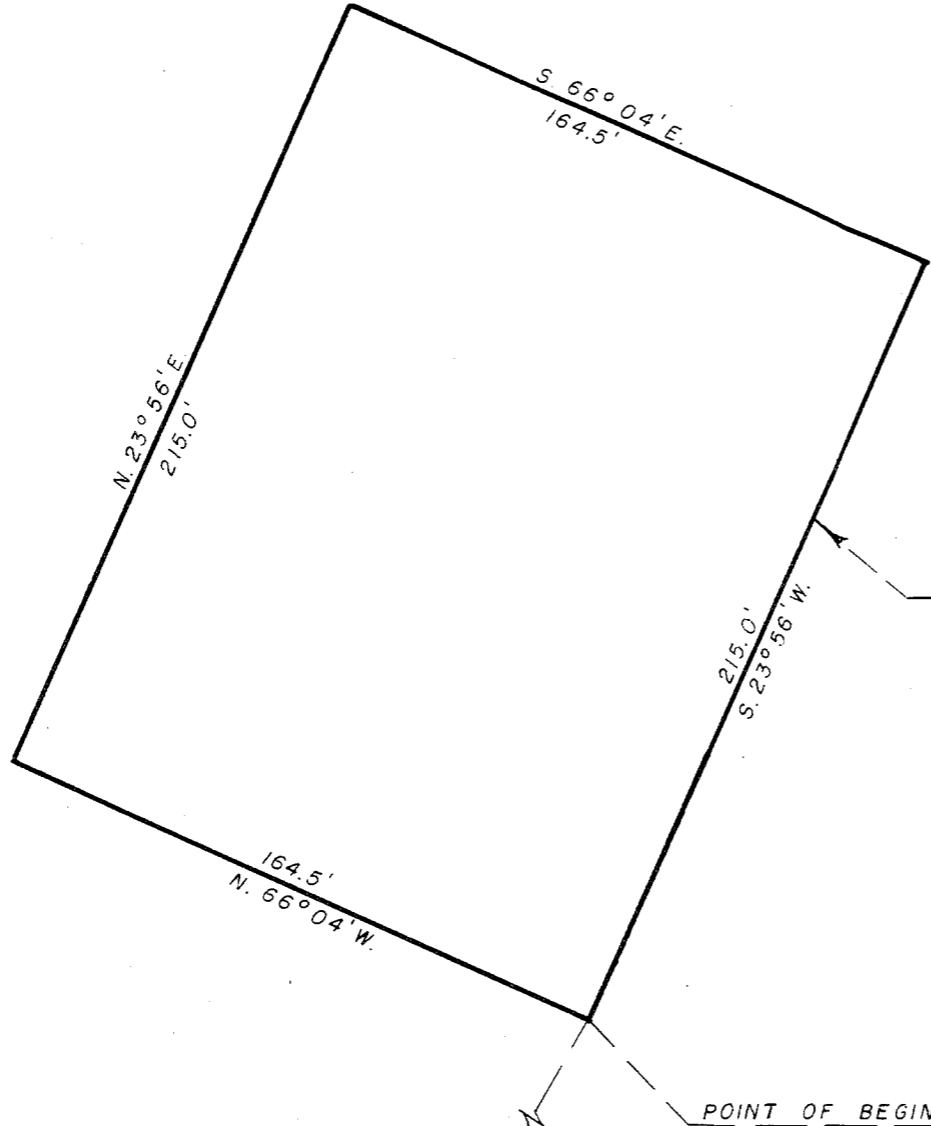
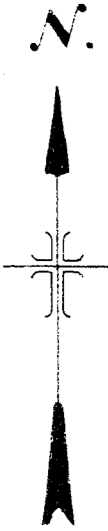
TOTAL HOLDINGS SEC. 36
468.98 ACRES



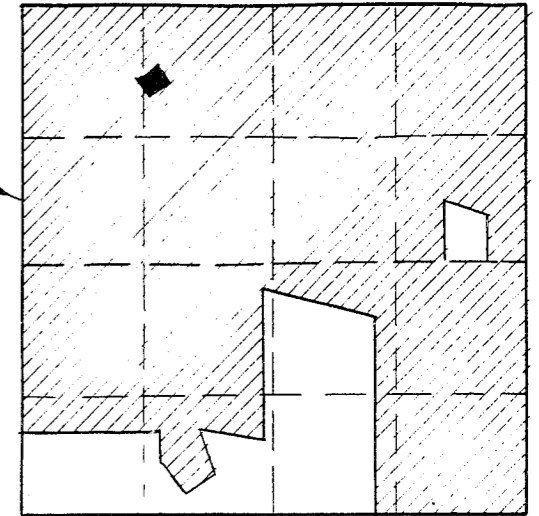
SEC. 36 T. 7 N. R. 1 E. S. L. B. & M.
KEY MAP

MATT S. BROWNING
N.W. 1/4 NW. 1/4 SEC. 36
T. 7 N. R. 1 E. S. L. B. & M.





TOTAL HOLDINGS SEC. 36
468.98 ACRES



SEC. 36 T. 7 N. R. 1 E. S. L. B. & M.
KEY MAP

— PARCEL O.V.C. - 16J
0.81 of an acre

POINT OF BEGINNING O.V.C. - 16J

29° 43' W
262.9'

MATT S. BROWNING
N.W. 1/4 N.W. 1/4 SEC. 36
T. 7 N. R. 1 E. S. L. B. & M.

(Continuation sheet of Article 3)

Parcel No. OVC-17

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 operations and maintenance road on, over or across the following described parcel of land:

A strip of land in the Southwest Quarter of the Northeast Quarter (SW/4NE/4) 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 Northernly side and Thirty-five (35.0) feet on the left or Southernly side of that portion of the following described center-line of that is known as the Ogden Valley Canal from Station 31+23.3 to Station 35+30.2 measured at right angles or radially thereto; said center-line is more particularly described as follows:

Beginning at Station 31+23.3, a point on the South line of the Vendor's property, from which point the West Quarter corner of said Section 36 bears East Five Hundred Twenty-nine (529.0) feet, and running thence North 74°35' West One Hundred Twenty-two and Two-tenths (122.2) feet; thence along a regular curve to the right with a radius of One Hundred (100.0) feet for an arc distance of Fifty-eight and Three-tenths (58.3) feet to Station 33+14.3 with equal Station 33+30.2 ahead; thence North 55°22' West One Hundred Twenty (120.0) feet to Station 35+30.2, a point on the Vendor's West property line, from which point the West Quarter corner of said Section 36 bears South 74°35' West Eight Hundred Fifty-three (853.0) feet, containing 0.38 of an acre, more or less;

24. 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) and or mineral rights reserved to or existing in that portion as of the date of this contract, (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, canals or pipelines on, over or across said lands in existence on such date.

25. The United States at its sole cost and expense, will: (i) provide a firm road crossing, having a usable width of 16 feet, and constructed at reasonable grades with standard roadway construction on fills at Station 33+30, the rights in the use of which will be appurtenant to the lands covered thereby, (ii) provide an irrigation crossing at Station 34+39, (iii) operate and maintain all structures across the canal, and (iv) maintain surface drains inside the right-of-way.

26. 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 planting of materials upon the area shall be subject to the approval of the United States, its agents, or

DESCRIPTION CERTIFIED CORRECT

BY [Signature] Date 7/11/63
Name _____

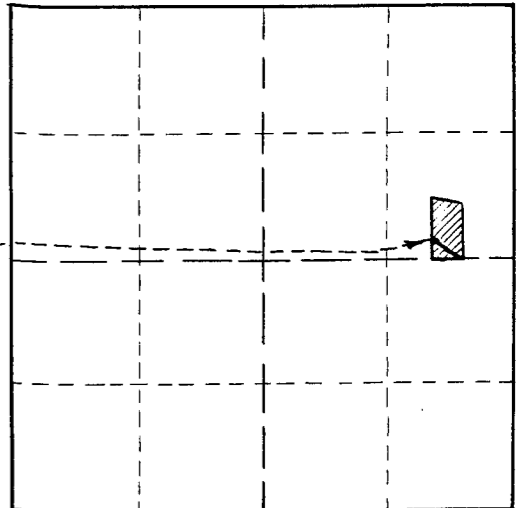
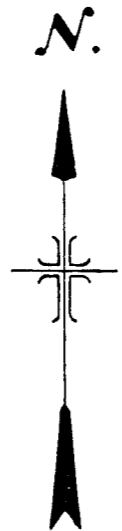
(Continuation sheet of Article 3)

Parcel No. OVC-17 Continued

assigns, and (iii) future easements to third parties on, over and 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.

12. It is specifically provided that no rights of access to or from said lands subject to said easement 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 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 3 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 (1) relating to the construction of farm road crossings.

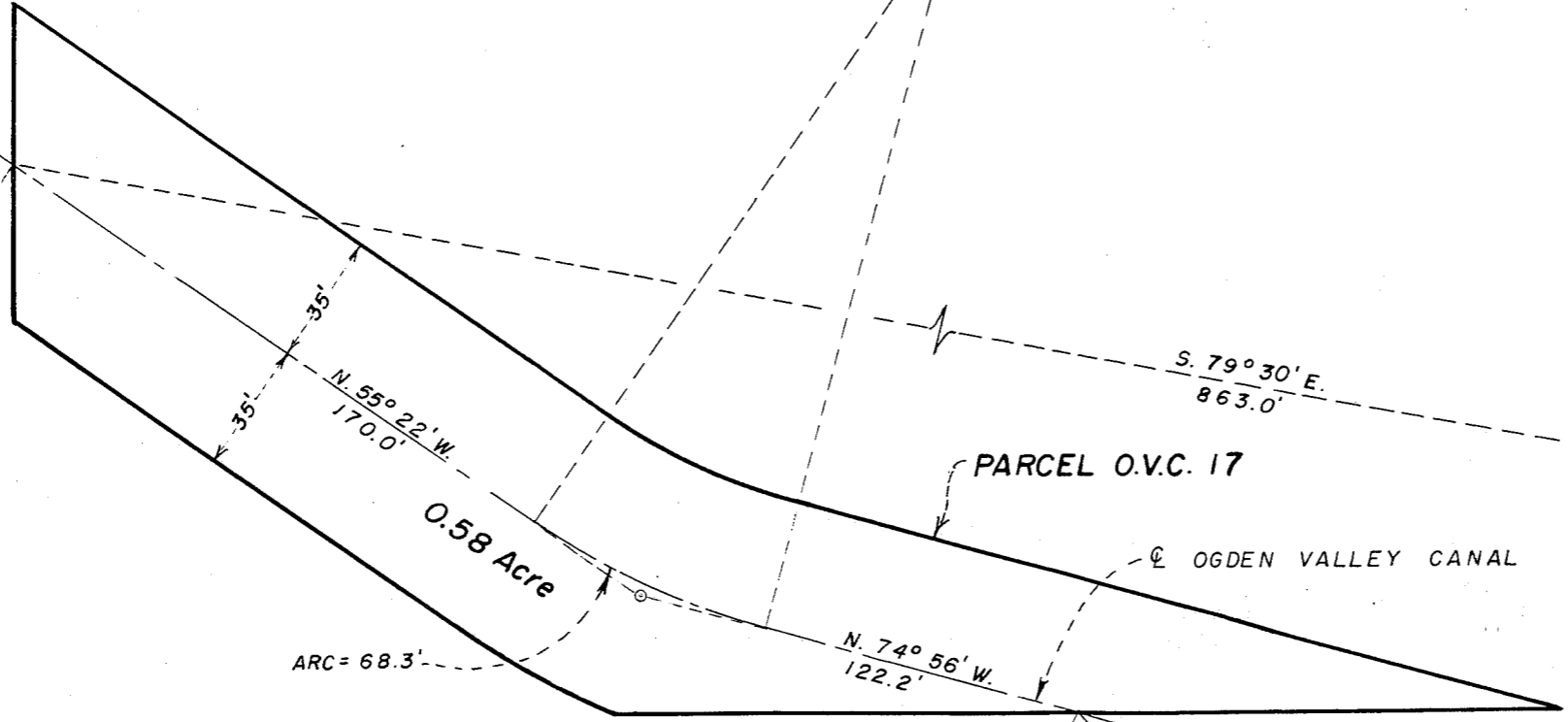
13. The United States, its agents, and assigns, at its and their sole cost and expense shall provide, construct, and maintain in good, workable and effective condition, good, substantial and sufficient gates with necessary accessory fences, locks, and other works where said canal and operation and maintenance road enters and leaves the 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 easement. 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 therewith.



TOTAL HOLDINGS
SEC. 36, 6.54 ACRES

SEC. 36 T.7N., R.1E. S.L.B.&M.
KEY MAP

STA. 325+00.2



PI. 322+80.5
 $\Delta = 19^\circ 35' \text{ RT.}$
 $R = 200'$
 $T = 34.5'$

POINT OF BEGINNING O.V.C.-17
STA. 321+23.8

EAST
529.0

DOROTHEA B. BROWNING
S.E. 1/4 N.E. 1/4 SEC. 36
T. 7 N., R. 1 E., S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 12th day of July, 1963, personally appeared before me DOROTHEA B. BROWNING and M. A. BROWNING, her husband to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL) /s/ C. Dale Randall
Notary Public in and for the
State of Utah
Residing at Ogden
My commission expires May 19, 1964

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

Address Vendor
By Fees, \$
County Recorder

Address Vendor
408601 7.00 GPO 840759

Address Vendor
FILED AND RECORDED FOR
WEBER BASIN WATER CONS. DIST.
1963 AUG 22 PM 12 59 BA

Witnesses:
RUPH JAMES OLSEN
WEBER COUNTY RECORDER THE UNITED STATES OF AMERICA
BY

Bureau of Reclamation P. O. 387 DEPUTY /s/ Ruth H. Drury
Platted Recorded Compared Indexed Abstracted Page
[X] [X] [X] [X] [X]

Copy for: *R.M.*
Parcel OVC-18
Alvin F. Cobabe
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2758

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

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, his wife, also known as

MRS. JUNE H. COBABE

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 Weber State of Utah to-wit:

See attached continuation sheets of article 3 for description and articles 3a and 3b.

and the vendee shall receive of the United States...
...the vendee shall receive of the United States...
...the vendee shall receive of the United States...

4. The Vendor shall warrant and defend the title to the land described herein...
...the Vendor shall warrant and defend the title to the land described herein...

5. The Vendor shall warrant and defend the title to the land described herein...
...the Vendor shall warrant and defend the title to the land described herein...

Continuation sheet of article 3

Parcel No. OVC-18

A strip of land in the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) of Section Thirty-five (35) and in the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) 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 $0^{\circ}02'$ 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 $76^{\circ}31'$ West; thence North $5^{\circ}40'$ 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 $79^{\circ}34'$ 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 $53^{\circ}21'$ 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 $6^{\circ}27'$ 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 $59^{\circ}10'$ 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 $29^{\circ}01'$ 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 $31^{\circ}06'$ East Thirty-five 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.

Description Certified Correct
BY *[Signature]*
DATE *[Date]*

(Continuation sheet of Article 3)

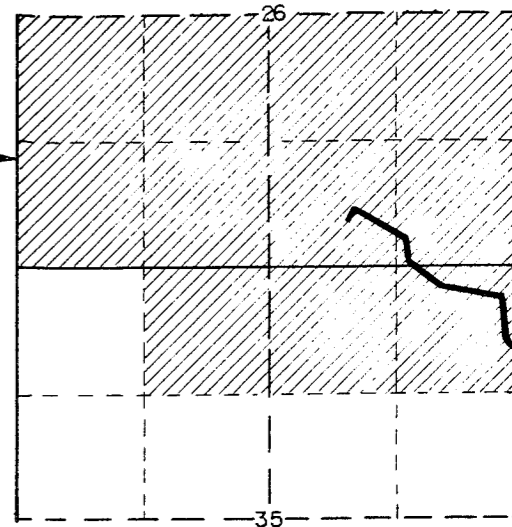
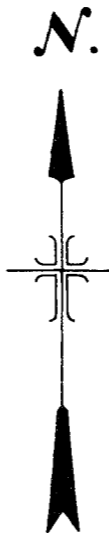
Parcel No. OVC-18 Continued

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.

P.I. 403+05.6
 $\Delta = 91^\circ 50' \text{ LT.}$
 $R = 100.0'$
 $T = 103.2'$
 $L = 160.3'$
 P.C. 402+02.4
 P.T. 403+62.7

P.I. 396+55.4
 $\Delta = 52^\circ 42' \text{ LT.}$
 $R = 100.0'$
 $T = 49.5'$
 $L = 92.0'$
 P.C. 396+05.9
 P.T. 396+97.9

TOTAL HOLDINGS
 S. 1/2 SEC. 26 &
 N. 1/2 SEC. 35
 440 ACRES



SEC. 26 & 35 T. 7N. R. 1E. S.L.B. & M.

KEY MAP

ARC = 160.3'

ARC = 89.6'

S. $29^\circ 01' \text{ W.}$
 38.4'

N. $59^\circ 10' \text{ W.}$
 504.5'

ARC = 92.0'

N. $6^\circ 27' \text{ W.}$
 136.9'

ARC = 81.8'

PARCEL O.V.C. - 18
 4.25 Acres

N. $53^\circ 21' \text{ W.}$
 342.3'

OGDEN VALLEY CANAL

ARC = 91.5'

N. $79^\circ 34' \text{ W.}$
 537.5'

ARC = 129.0'

26 | 25
 35 | 36

N. $0^\circ 02' \text{ W.}$
 830.0'

P.I. 383+62.1
 $\Delta = 73^\circ 53' \text{ LT.}$
 $R = 100.0'$
 $T = 75.2'$
 $L = 129.0'$
 P.C. 382+86.9
 P.T. 384+15.9

P.I. 404+49.1
 $\Delta = 51^\circ 20' \text{ RT.}$
 $R = 100$
 $T = 48.0'$
 $L = 89.6'$
 P.C. 404+01.1
 P.T. 404+90.7

P.I. 394+30.6
 $\Delta = 46^\circ 56' \text{ RT.}$
 $R = 100.0'$
 $T = 43.4'$
 $L = 81.8'$
 P.C. 393+87.2
 P.T. 394+69.0

S. $31^\circ 06' \text{ E.}$
 3557.4'

P.I. 390+00.0
 $\Delta = 26^\circ 12' \text{ RT.}$
 $R = 200.0'$
 $T = 46.6'$
 $L = 91.5'$
 P.C. 389+53.4
 P.T. 390+44.9

ALVIN F. & JUNE H. COBABE
 N. 1/2 N.E. 1/4 SEC. 35
 S. 1/2 S.E. 1/4 SEC. 26
 T. 7N. R. 1E. S.L.B. & M.

POINT OF BEGINNING O.V.C. 18
 STA. 378+45.0

TAN. N. $76^\circ 31' \text{ W.}$

N. $5^\circ 40' \text{ W.}$
 318.4'

35 | 36

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Salt Lake } ss.

On this 20th day of September, 1962, personally appeared before me Alvin F. Cobabe and June H. Cobabe, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

393049 GPO 840759

STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR

Weber Basin Water Conservancy Dist.

DEC. 14, 9:53 A.M., 1962

IN BOOK 729 OF RECORD
PAGE 419-424

RUTH JAMES OLSEN
COUNTY RECORDER
/s/ Edith D. Wheeler

Copy for: *R. M.*
Parcels Nos. OVC-18B, 18C, 18D
Alvin F. Cobabe

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2739

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

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,

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 ^{with covenants of warranty} 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:

See attached continuation sheets of article 3 for description and articles 3a and 3b.

(Continuation sheet of Article 3)

Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ 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, 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 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 arc 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,

DESCRIPTION CERTIFIED CORRECT

BY *Clark* 10/3/62

Name Date

Parcel No. OVC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 arc 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 (SW¹/₄) of Section Twenty-six (26), 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 centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 7°19' 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;

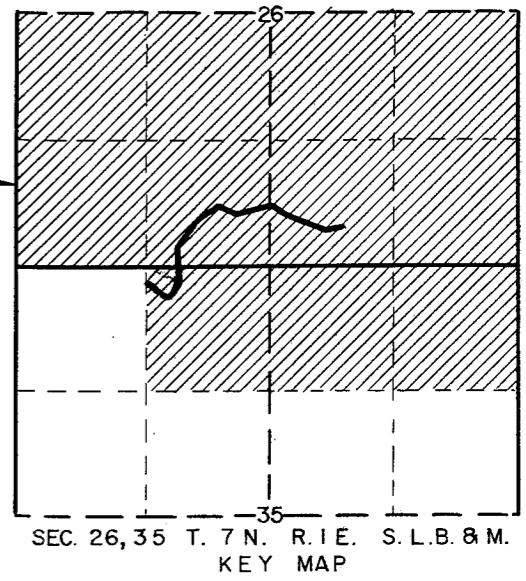
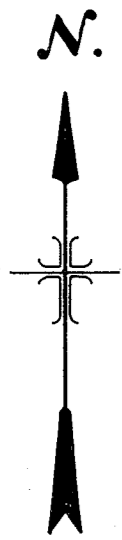
Together with all appurtenances thereto belonging or in anywise appertaining.

(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: (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 farm road crossings at Stations 406+23.4 and 438+37; (ii) provide drainage crossings at Stations 419+52, 421+85 and 437+62; (iii) provide irrigation crossings at Stations 406+55 and 430+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.



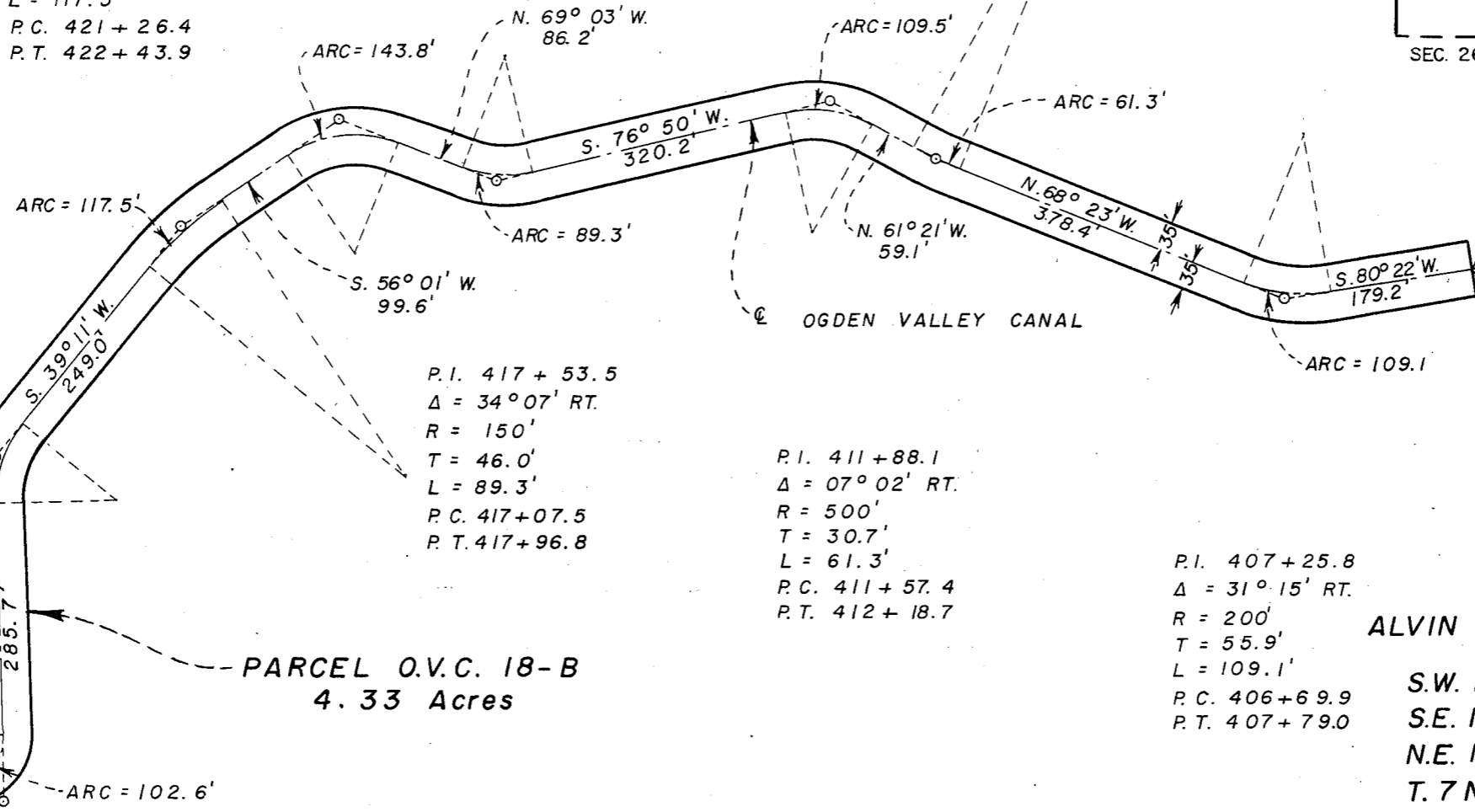
P.I. 421+85.6
 $\Delta = 16^\circ 50' \text{ LT.}$
 $R = 400'$
 $T = 59.2'$
 $L = 117.5'$
 P.C. 421+26.4
 P.T. 422+43.9

P.I. 419+61.0
 $\Delta = 54^\circ 56' \text{ LT.}$
 $R = 150'$
 $T = 78.0'$
 $L = 143.8'$
 P.C. 418+83.0
 P.T. 420+26.8

P.I. 413+35.2
 $\Delta = 41^\circ 49' \text{ LT.}$
 $R = 150'$
 $T = 57.4'$
 $L = 109.5'$
 P.C. 412+77.8
 P.T. 413+87.3

TOTAL HOLDINGS
 S. 1/2 SEC. 26, N. 1/2 SEC. 35
 440 ACRES

P.I. 425+48.6
 $\Delta = 40^\circ 46' \text{ LT.}$
 $R = 150'$
 $T = 55.7'$
 $L = 106.7'$
 P.C. 424+92.9
 P.T. 425+99.6



P.I. 417+53.5
 $\Delta = 34^\circ 07' \text{ RT.}$
 $R = 150'$
 $T = 46.0'$
 $L = 89.3'$
 P.C. 417+07.5
 P.T. 417+96.8

P.I. 411+88.1
 $\Delta = 07^\circ 02' \text{ RT.}$
 $R = 500'$
 $T = 30.7'$
 $L = 61.3'$
 P.C. 411+57.4
 P.T. 412+18.7

P.I. 407+25.8
 $\Delta = 31^\circ 15' \text{ RT.}$
 $R = 200'$
 $T = 55.9'$
 $L = 109.1'$
 P.C. 406+69.9
 P.T. 407+79.0

ALVIN F. & JUNE H. COBABE
 S.W. 1/4 S.E. 1/4 SEC. 26
 S.E. 1/4 S.W. 1/4 SEC. 26
 N.E. 1/4 N.W. 1/4 SEC. 35
 T. 7 N. R. 1 E. S. L. B. & M.

PARCEL O.V.C. 18-B
 4.33 Acres

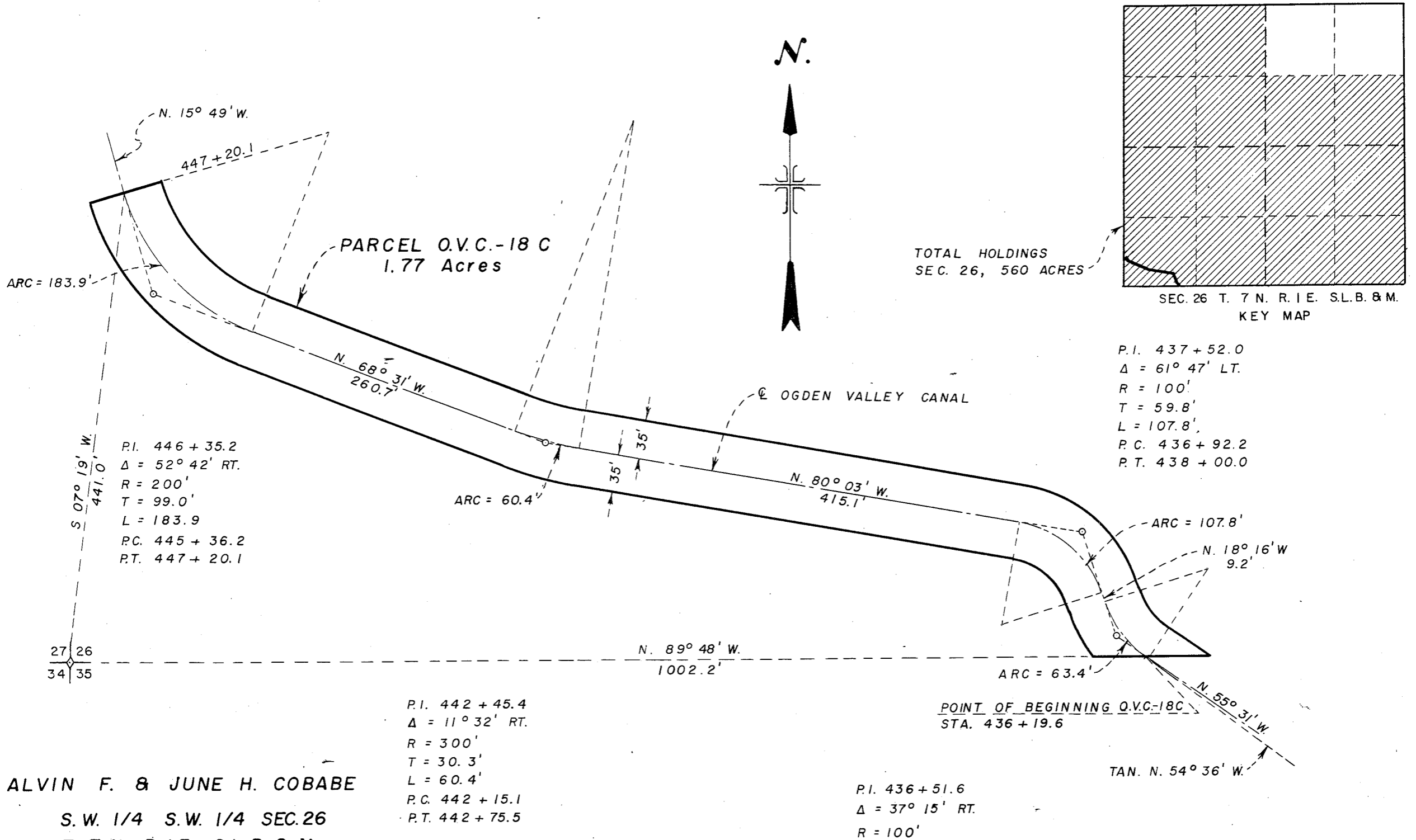
POINT OF BEGINNING
 O.V.C. 18-B STA. 404+90.7

E. 1/4 COR.
 SEC. 35

27 26
 34 35

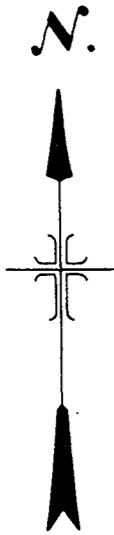
431+86.2

N. 83° 16' W.
 1403.3



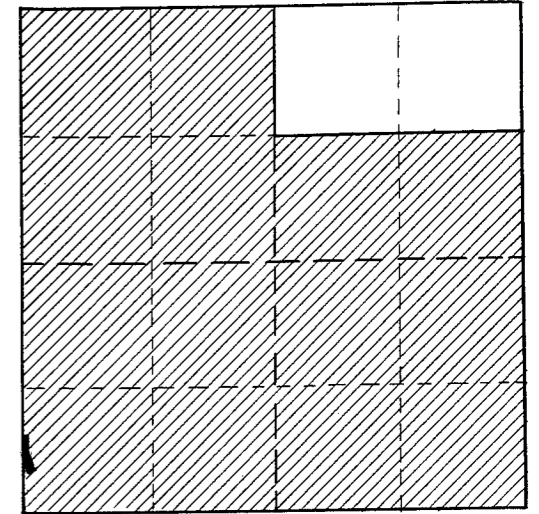
ALVIN F. & JUNE H. COBABE
S.W. 1/4 S.W. 1/4 SEC. 26
T. 7 N. R. 1 E. S.L.B. & M.

P.I. 442 + 45.4
Δ = 11° 32' RT.
R = 300'
T = 30.3'
L = 60.4'
P.C. 442 + 15.1
P.T. 442 + 75.5



PARCEL O.V.C-18D

COURSE	BEARING	DISTANCE
1 — 2	S. 74° 11' W.	35.0'
2 — 3	N. 15° 49' W.	77.5'
3 — 4	N. 0° 09' E.	127.2'
4 — 5	N. 0° 09' E.	193.8'
5 — 6	S. 89° 53' E.	27.6'
6 — 7	S. 01° 36' E.	161.9'
7 — 8	S. 08° 42' E.	40.9'
8 — 9	S. 15° 49' E.	181.2'
9 — 1	S. 74° 11' W.	35.0'



SEC. 26 T.7N. R.1E. S.L.B.&M.
KEY MAP

TOTAL HOLDINGS SEC. 26
560 ACRES

P.I. 449 + 26.2
 $\Delta = 14^\circ 13' \text{ RT.}$
 $R = 200'$
 $T = 24.9$
 $L = 49.6$
 P.C. 449 + 01.3
 P.T. 449 + 50.9

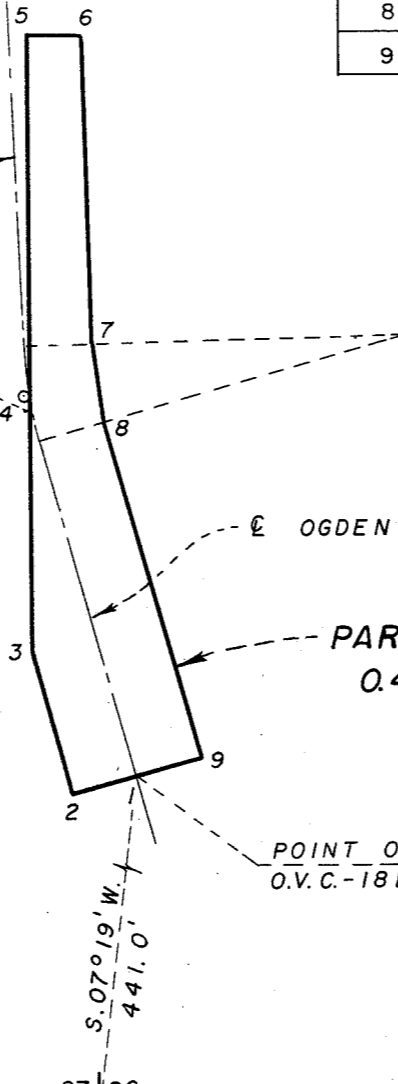
OGDEN VALLEY CANAL
 N. 01° 36' W.

STA. 449 + 20.0

OGDEN VALLEY CANAL

PARCEL O.V.C-18D
 0.41 of an acre

POINT OF BEGINNING
 O.V.C-18D STA. 447 + 20.1



ALVIN F. & JUNE H. COBABE

S.W. 1/4 S.W. 1/4 SEC. 26
 T.7N. R.1E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of **UTAH** }
County of **SALT LAKE** } ss.

On this **20th** day of **September**, 19 **62**, personally appeared before me **Alvin F. Cobabe and June H. Cobabe, his wife**, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

(Seal affixed)

/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**

CERTIFICATE OF COUNTY RECORDER

State of _____ }
County of _____ } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

397702

State of Utah)
County of Weber) ss Fee paid \$9.50

Filed and recorded for Weber Basin Water Conservancy District
March 5, 1963, 11:02 A.M. Book 736 of record, pages 96-102
Ruth Eames Olsen, County Recorder
/s/ Lillian N. Petersen

Copy for: *R. H.*
Parcels Nos. OVC-18B, 18C, 18D
Alvin F. Cobabe

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2739

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

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,

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 ^{with covenants of warranty} 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:

See attached continuation sheets of article 3 for description and articles 3a and 3b.

(Continuation sheet of Article 3)

Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ 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, 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 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 arc 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,

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* 10/3/62

Name Date

Parcel No. OVC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 arc 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 (SW¹/₄) of Section Twenty-six (26), 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 centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 7°19' 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;

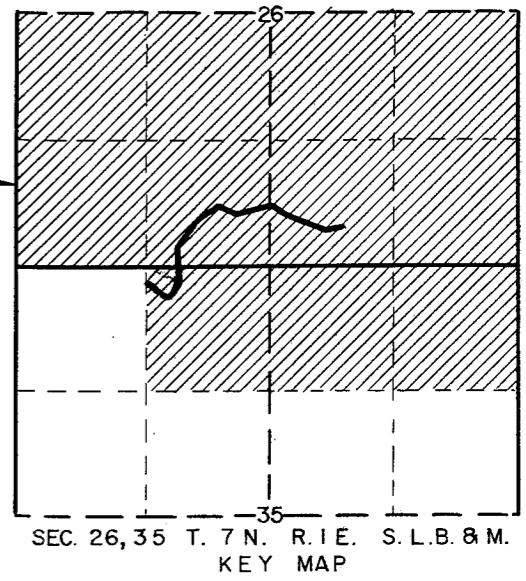
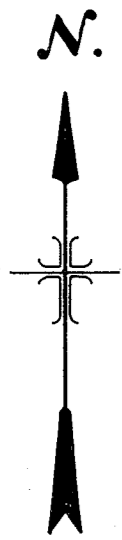
Together with all appurtenances thereto belonging or in anywise appertaining.

(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: (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 farm road crossings at Stations 406+23.4 and 438+37; (ii) provide drainage crossings at Stations 419+52, 421+85 and 437+62; (iii) provide irrigation crossings at Stations 406+55 and 430+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.



TOTAL HOLDINGS
S. 1/2 SEC. 26, N. 1/2 SEC. 35
440 ACRES

P.I. 421+85.6
Δ = 16° 50' LT.
R = 400'
T = 59.2'
L = 117.5'
P.C. 421+26.4
P.T. 422+43.9

P.I. 419+61.0
Δ = 54° 56' LT.
R = 150'
T = 78.0'
L = 143.8'
P.C. 418+83.0
P.T. 420+26.8

P.I. 413+35.2
Δ = 41° 49' LT
R = 150'
T = 57.4'
L = 109.5'
P.C. 412+77.8
P.T. 413+87.3

P.I. 425+48.6
Δ = 40° 46' LT.
R = 150'
T = 55.7'
L = 106.7'
P.C. 424+92.9
P.T. 425+99.6

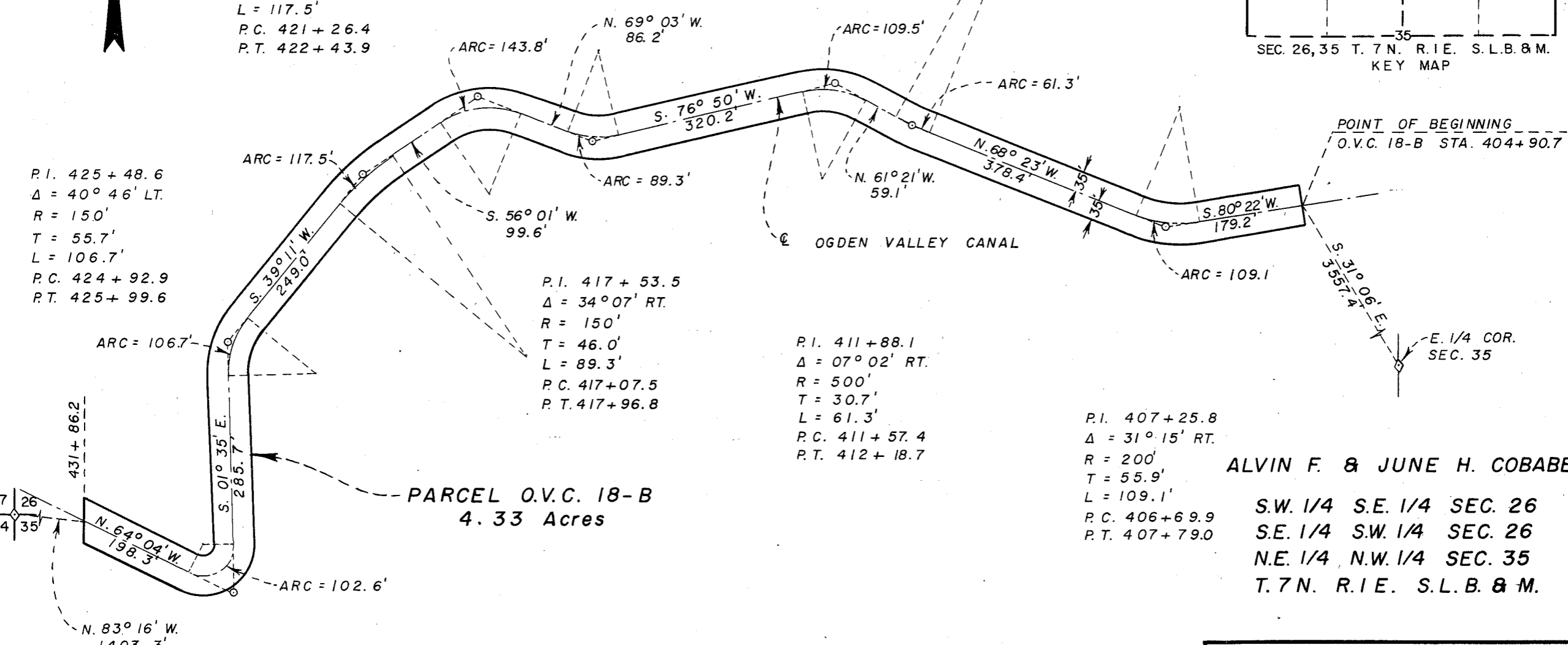
P.I. 417+53.5
Δ = 34° 07' RT.
R = 150'
T = 46.0'
L = 89.3'
P.C. 417+07.5
P.T. 417+96.8

P.I. 411+88.1
Δ = 07° 02' RT.
R = 500'
T = 30.7'
L = 61.3'
P.C. 411+57.4
P.T. 412+18.7

P.I. 407+25.8
Δ = 31° 15' RT.
R = 200'
T = 55.9'
L = 109.1'
P.C. 406+69.9
P.T. 407+79.0

ALVIN F. & JUNE H. COBABE

S.W. 1/4 S.E. 1/4 SEC. 26
S.E. 1/4 S.W. 1/4 SEC. 26
N.E. 1/4 N.W. 1/4 SEC. 35
T. 7 N. R. 1 E. S. L. B. & M.

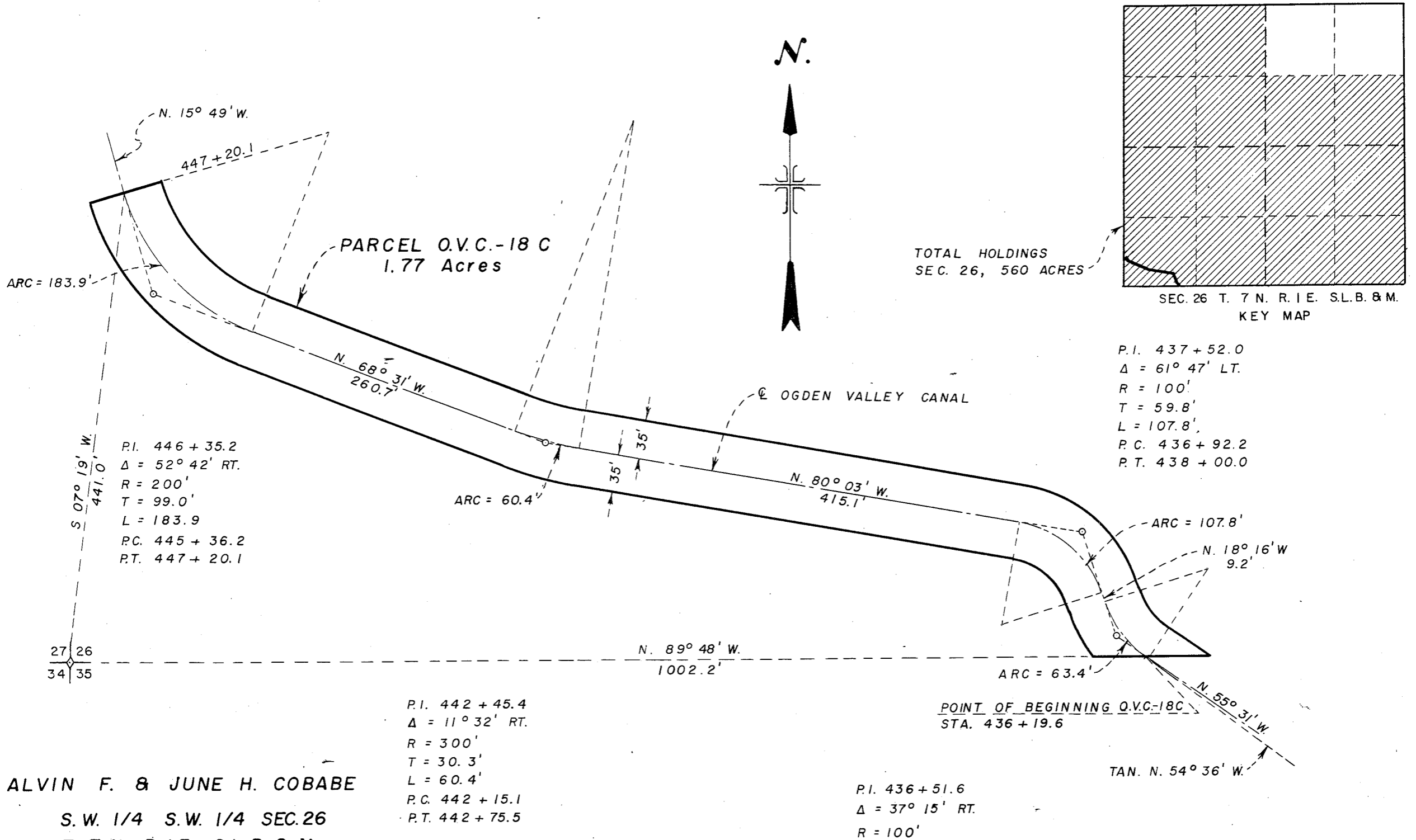


PARCEL O.V.C. 18-B
4.33 Acres

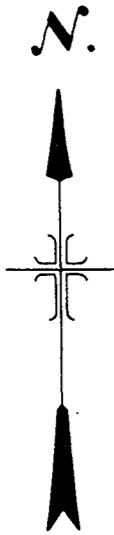
OGDEN VALLEY CANAL

POINT OF BEGINNING
O.V.C. 18-B STA. 404+90.7

E. 1/4 COR.
SEC. 35

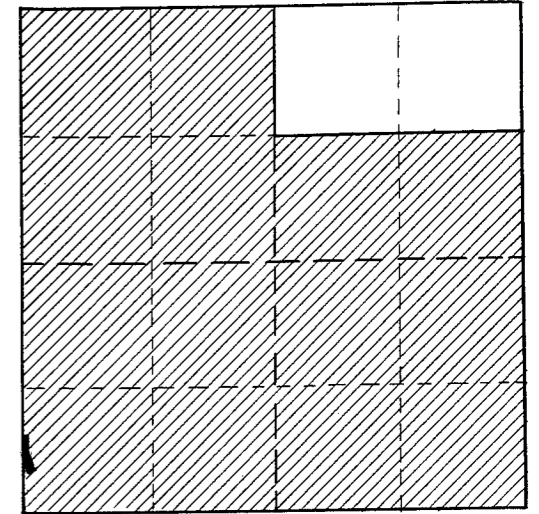


ALVIN F. & JUNE H. COBABE
 S.W. 1/4 S.W. 1/4 SEC. 26
 T. 7 N. R. 1 E. S.L.B. & M.



PARCEL O.V.C-18D

COURSE	BEARING	DISTANCE
1 — 2	S. 74° 11' W.	35.0'
2 — 3	N. 15° 49' W.	77.5'
3 — 4	N. 0° 09' E.	127.2'
4 — 5	N. 0° 09' E.	193.8'
5 — 6	S. 89° 53' E.	27.6'
6 — 7	S. 01° 36' E.	161.9'
7 — 8	S. 08° 42' E.	40.9'
8 — 9	S. 15° 49' E.	181.2'
9 — 1	S. 74° 11' W.	35.0'



SEC. 26 T.7N. R.1E. S.L.B.&M.
KEY MAP

TOTAL HOLDINGS SEC. 26
560 ACRES

P.I. 449 + 26.2
 $\Delta = 14^\circ 13' \text{ RT.}$
 $R = 200'$
 $T = 24.9$
 $L = 49.6$
 P.C. 449 + 01.3
 P.T. 449 + 50.9

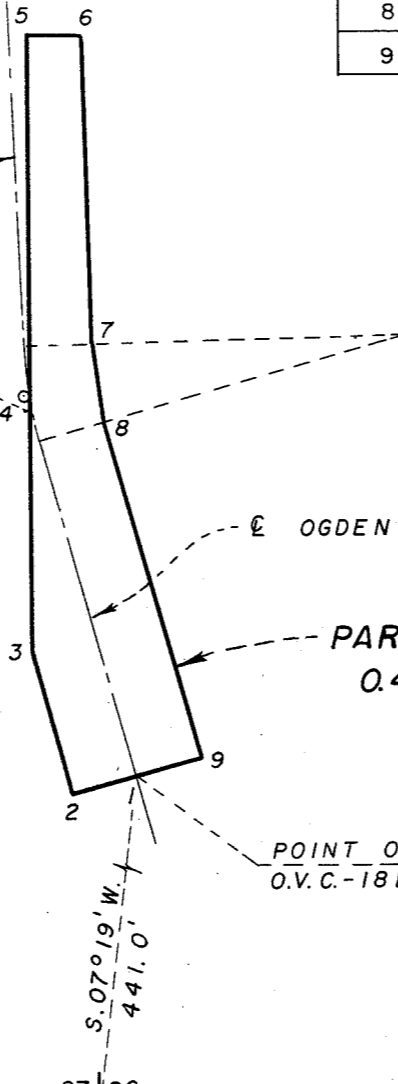
OGDEN VALLEY
CANAL
N. 01° 36' W.

STA. 449 + 20.0

OGDEN VALLEY CANAL

PARCEL O.V.C-18D
0.41 of an acre

POINT OF BEGINNING
O.V.C-18D STA. 447 + 20.1



ALVIN F. & JUNE H. COBABE

S.W. 1/4 S.W. 1/4 SEC. 26
T.7N. R.1E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of SALT LAKE } ss.

On this 20th day of September, 19 62, personally appeared before me Alvin F. Cobabe and June H. Cobabe, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

(Seal affixed)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

397702

State of Utah }
County of Weber } ss Fee paid \$9.50

Filed and recorded for Weber Basin Water Conservancy District
March 5, 1963, 11:02 A.M. Book 736 of record, pages 96-102
Ruth Eames Olsen, County Recorder
/s/ Lillian N. Petersen

Copy for: *R. H.*
Parcels Nos. OVC-18B, 18C, 18D
Alvin F. Cobabe

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2739

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

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,

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 ^{with covenants of warranty} 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:

See attached continuation sheets of article 3 for description and articles 3a and 3b.

(Continuation sheet of Article 3)

Parcel No. OVC-18B

A strip of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ 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, 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 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 arc 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,

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* 10/3/62

Name Date

Parcel No. OVC-18C

A strip of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) 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

(Continuation sheet of Article 3)

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 arc 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 (SW¹/₄) of Section Twenty-six (26), 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 centerline of the Ogden Valley Canal at Station 447+20.1, from which point the Southwest corner of said Section 26 bears South 7°19' 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;

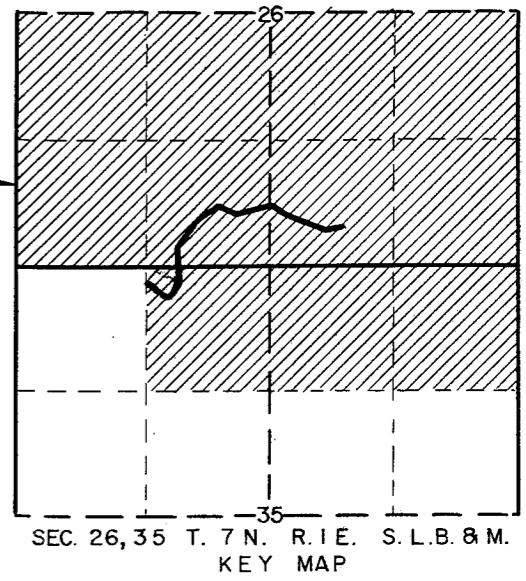
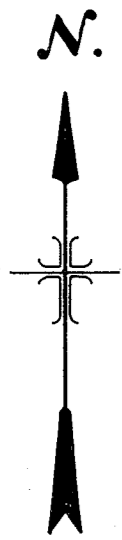
Together with all appurtenances thereto belonging or in anywise appertaining.

(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: (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 farm road crossings at Stations 406+23.4 and 438+37; (ii) provide drainage crossings at Stations 419+52, 421+85 and 437+62; (iii) provide irrigation crossings at Stations 406+55 and 430+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.



P.I. 419+61.0
 $\Delta = 54^\circ 56' \text{ LT.}$
 R = 150'
 T = 78.0'
 L = 143.8'
 P.C. 418+83.0
 P.T. 420+26.8

P.I. 413+35.2
 $\Delta = 41^\circ 49' \text{ LT.}$
 R = 150'
 T = 57.4'
 L = 109.5'
 P.C. 412+77.8
 P.T. 413+87.3

TOTAL HOLDINGS
 S. 1/2 SEC. 26, N. 1/2 SEC. 35
 440 ACRES

P.I. 421+85.6
 $\Delta = 16^\circ 50' \text{ LT.}$
 R = 400'
 T = 59.2'
 L = 117.5'
 P.C. 421+26.4
 P.T. 422+43.9

P.I. 425+48.6
 $\Delta = 40^\circ 46' \text{ LT.}$
 R = 150'
 T = 55.7'
 L = 106.7'
 P.C. 424+92.9
 P.T. 425+99.6

P.I. 417+53.5
 $\Delta = 34^\circ 07' \text{ RT.}$
 R = 150'
 T = 46.0'
 L = 89.3'
 P.C. 417+07.5
 P.T. 417+96.8

P.I. 411+88.1
 $\Delta = 07^\circ 02' \text{ RT.}$
 R = 500'
 T = 30.7'
 L = 61.3'
 P.C. 411+57.4
 P.T. 412+18.7

P.I. 407+25.8
 $\Delta = 31^\circ 15' \text{ RT.}$
 R = 200'
 T = 55.9'
 L = 109.1'
 P.C. 406+69.9
 P.T. 407+79.0

ALVIN F. & JUNE H. COBABE

S.W. 1/4 S.E. 1/4 SEC. 26
 S.E. 1/4 S.W. 1/4 SEC. 26
 N.E. 1/4 N.W. 1/4 SEC. 35
 T. 7 N. R. 1 E. S. L. B. & M.

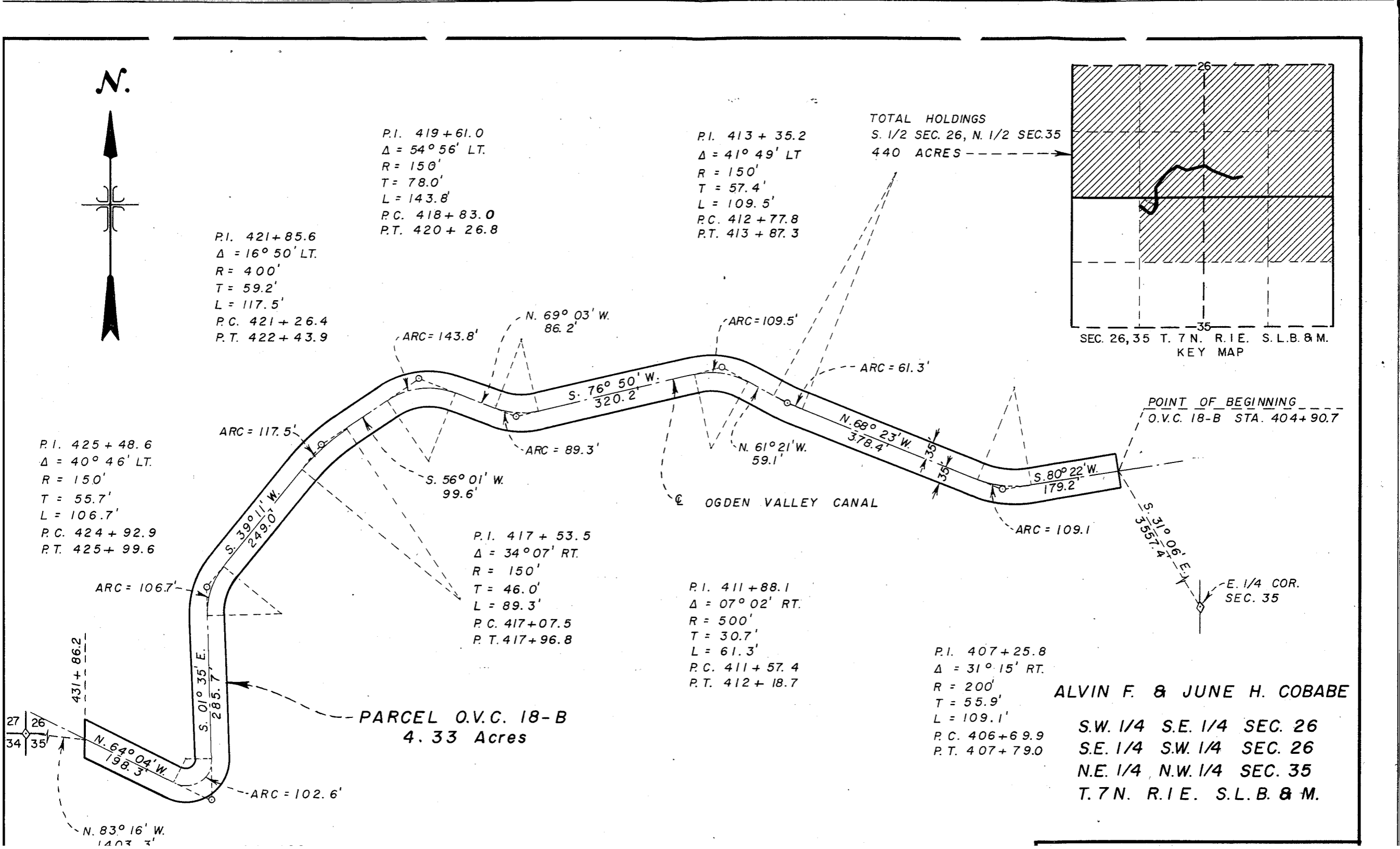
PARCEL O.V.C. 18-B
 4.33 Acres

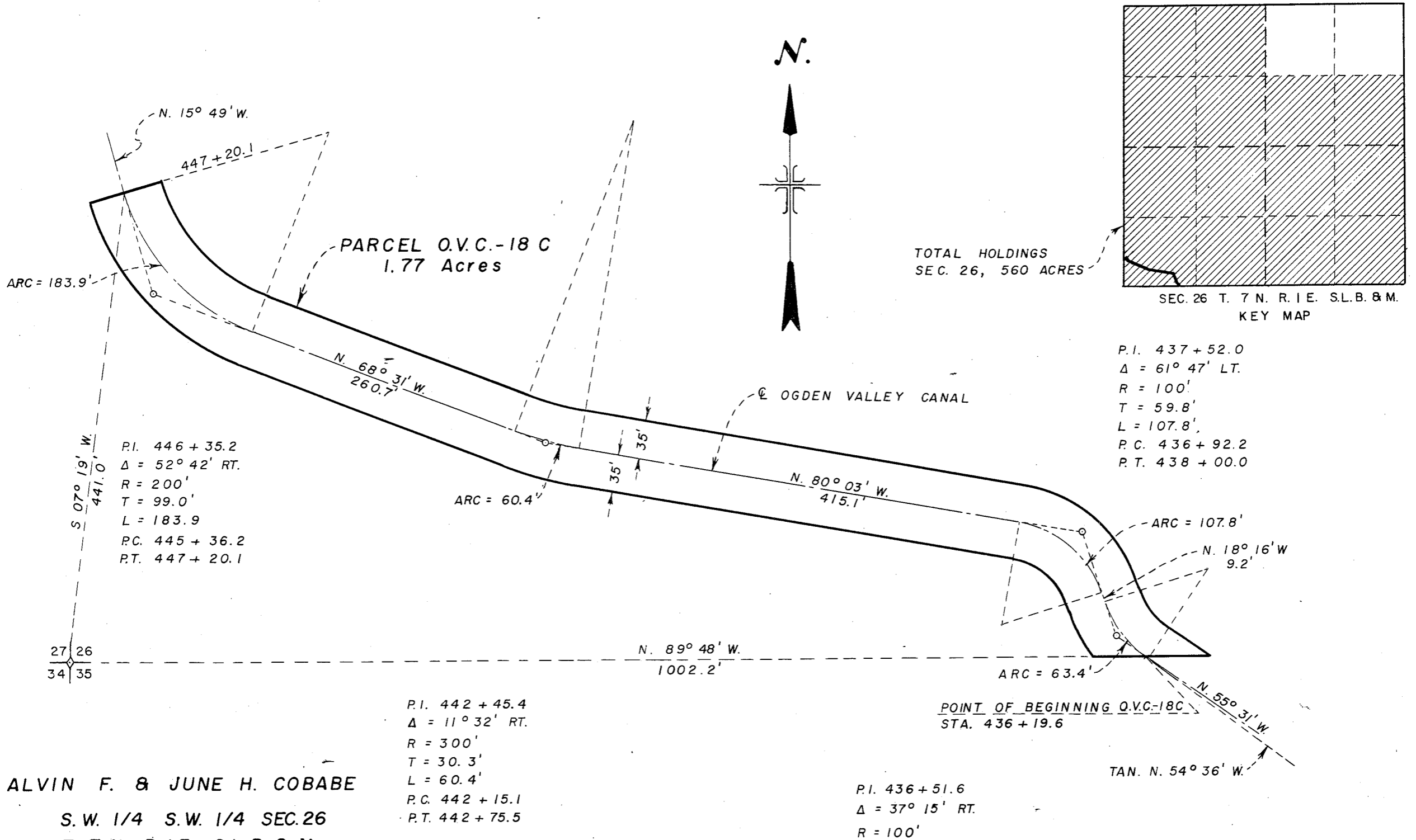
OGDEN VALLEY CANAL

POINT OF BEGINNING
 O.V.C. 18-B STA. 404+90.7

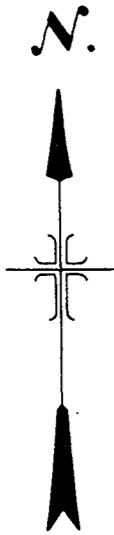
E. 1/4 COR.
 SEC. 35

27 | 26
 34 | 35



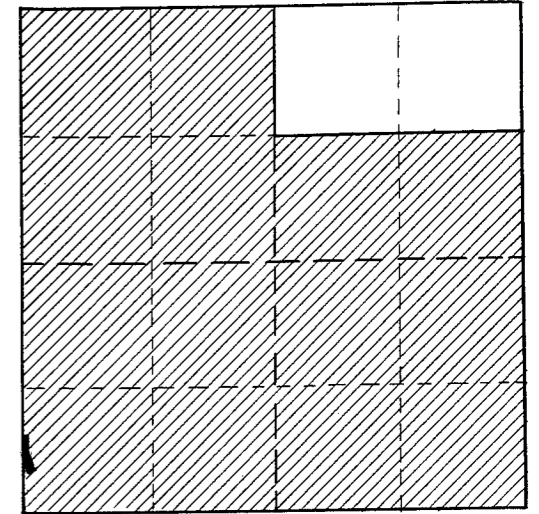


ALVIN F. & JUNE H. COBABE
 S.W. 1/4 S.W. 1/4 SEC. 26
 T. 7 N. R. 1 E. S.L.B. & M.



PARCEL O.V.C-18D

COURSE	BEARING	DISTANCE
1 — 2	S. 74° 11' W.	35.0'
2 — 3	N. 15° 49' W.	77.5'
3 — 4	N. 0° 09' E.	127.2'
4 — 5	N. 0° 09' E.	193.8'
5 — 6	S. 89° 53' E.	27.6'
6 — 7	S. 01° 36' E.	161.9'
7 — 8	S. 08° 42' E.	40.9'
8 — 9	S. 15° 49' E.	181.2'
9 — 1	S. 74° 11' W.	35.0'



SEC. 26 T.7N. R.1E. S.L.B.&M.
KEY MAP

TOTAL HOLDINGS SEC. 26
560 ACRES

P.I. 449 + 26.2
 $\Delta = 14^\circ 13' \text{ RT.}$
 $R = 200'$
 $T = 24.9$
 $L = 49.6$
 P.C. 449 + 01.3
 P.T. 449 + 50.9

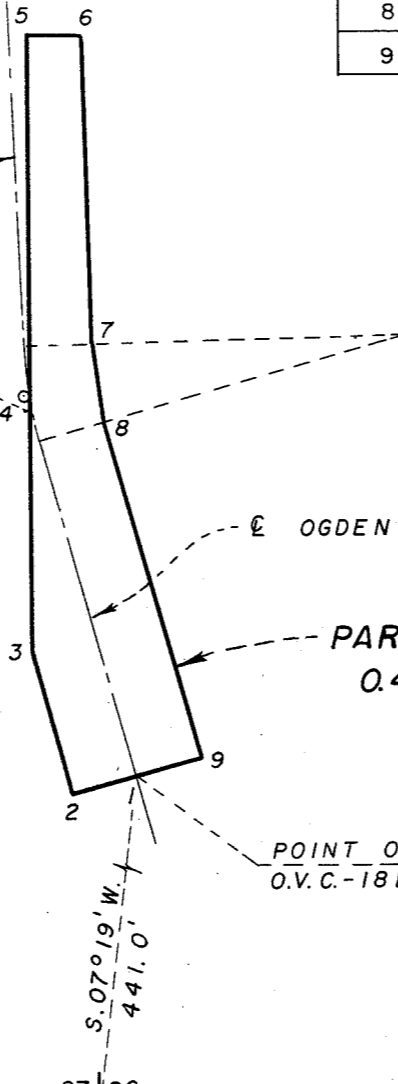
OGDEN VALLEY CANAL
 N. 01° 36' W.

STA. 449 + 20.0

OGDEN VALLEY CANAL

PARCEL O.V.C-18D
 0.41 of an acre

POINT OF BEGINNING
 O.V.C-18D STA. 447 + 20.1



ALVIN F. & JUNE H. COBABE

S.W. 1/4 S.W. 1/4 SEC. 26
 T.7N. R.1E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of **UTAH** }
County of **SALT LAKE** } ss.

On this **20th** day of **September**, 19 **62**, personally appeared before me **Alvin F. Cobabe and June H. Cobabe, his wife**, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

(Seal affixed)

/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**

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

397702

State of Utah }
County of Weber } ss Fee paid \$9.50

Filed and recorded for Weber Basin Water Conservancy District
March 5, 1963, 11:02 A.M. Book 736 of record, pages 96-102
Ruth Eames Olsen, County Recorder
/s/ Lillian N. Petersen

(Continuation sheet of Article 3)

Parcel No. OVC-19

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 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 $21^{\circ}37'$ West Twenty Hundred Seventy-four (2074.0) feet, and running thence North $0^{\circ}34'$ West along said West line Thirty-five (35.0) feet; thence North $89^{\circ}26'$ East Two Hundred Forty-nine and Seven-tenths (249.7) feet; thence North $44^{\circ}26'$ East Seventy (70.0) feet; thence South $45^{\circ}34'$ East One Hundred Thirty-five (135.0) feet; thence South $44^{\circ}26'$ West Two Hundred (200.0) feet; thence North $45^{\circ}34'$ West One Hundred Fifty-nine (159.0) feet; thence South $89^{\circ}26'$ West One Hundred Forty-one and Five-tenths (141.5) feet to the West line of the Vendor's property; thence North $0^{\circ}34'$ 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.

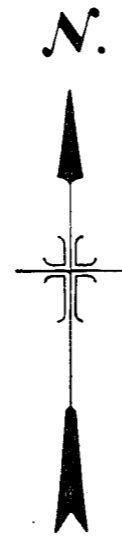
3c. Subject to the prior right and use by the United States the Vendor will be permitted at his sole risk and expense to use the operation and maintenance road for access to his remaining property from existing roads. Said operation and maintenance road and appurtenances thereto will be maintained by 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

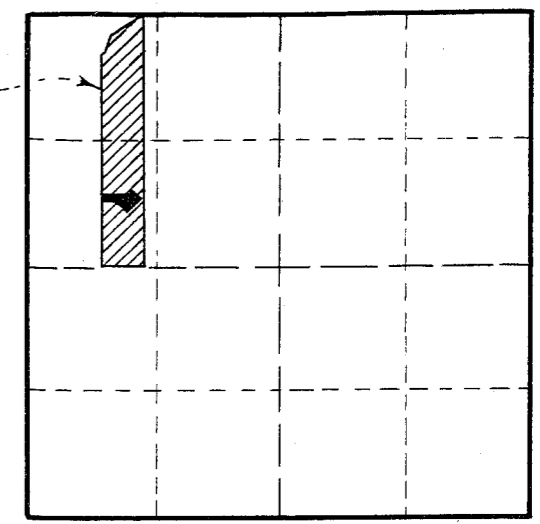
BY *[Signature]* 11-8-62

Name

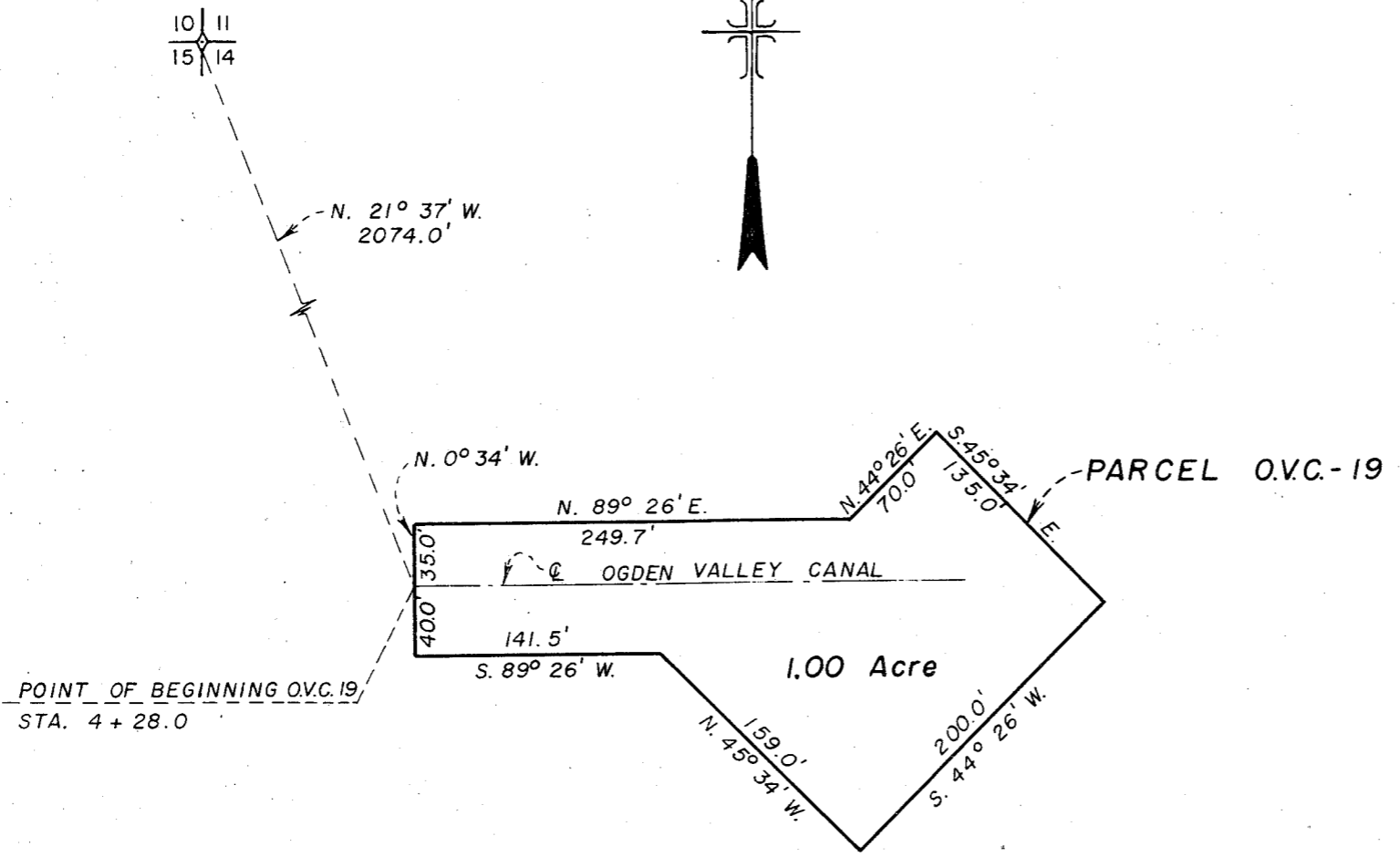
Date



TOTAL HOLDINGS -
SEC. 14, 22.6 ACRES



SEC. 14 T.6N. R.2E. S.L.B.&M.
KEY MAP



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.

ACKNOWLEDGMENT OF VENDOR

State of UTAH
County of WEBER } ss.

On this 29th day of August, 1962, personally appeared before me Alden J. Rollo and Verda W. Rollo, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(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

CERTIFICATE OF COUNTY RECORDER

State of
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

Address
By Fees, \$
County Recorder

Address GPO 840759

Address

Address

Address

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

Copy for: *LeNar*
Parcel OVC-20
LeNar Richens

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2667

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 13th day of September, 1962, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts 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,

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:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

(Continuation sheet of article 3)

Parcel No. OVC-20

A strip of land in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) 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:

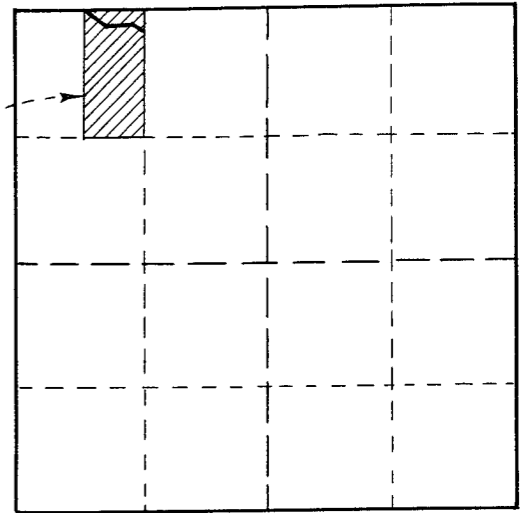
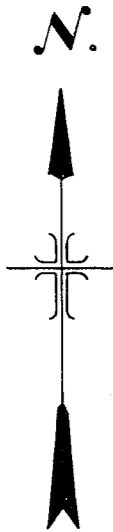
Beginning at Station 431+86.2, a point on the East line of the Vendor's property, from which point the Northwest corner of said Section 35 bears North $83^{\circ}16'$ West Fourteen Hundred Three and Three-tenths (1403.3) feet, and running thence North $64^{\circ}04'$ West Thirty and Seven-tenths (30.7) 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 $89^{\circ}02'$ 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 $55^{\circ}31'$ 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 $89^{\circ}48'$ 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.

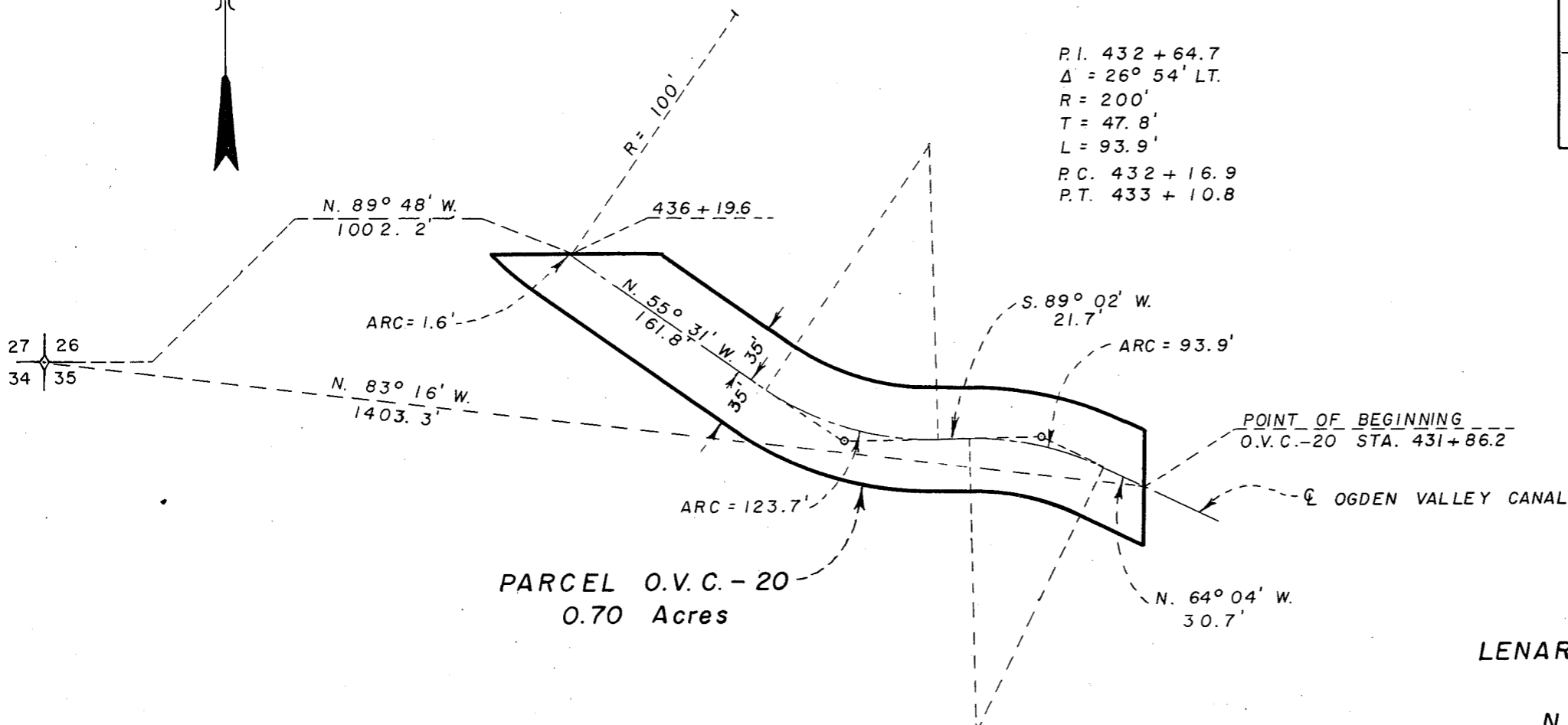
DESCRIPTION CERTIFIED CORRECT
By /s/ Stark 10-3-62



TOTAL HOLDINGS
SEC. 35, 14.0 ACRES

SEC. 35 T. 7 N. R. 1 E. S.L.B. & M.
KEY MAP

P.I. 432 + 64.7
 $\Delta = 26^\circ 54' \text{ LT.}$
 $R = 200'$
 $T = 47.8'$
 $L = 93.9'$
 P.C. 432 + 16.9
 P.T. 433 + 10.8



PARCEL O.V.C. - 20
0.70 Acres

P.I. 433 + 96.4
 $\Delta = 35^\circ 27' \text{ RT.}$
 $R = 200'$
 $T = 63.9'$
 $L = 123.7'$
 P.C. 433 + 32.5
 P.T. 434 + 56.2

LENAR W. & DENA C. RICHENS

N.W. 1/4 N.W. 1/4 SEC. 35
T. 7 N. R. 1 E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of **UTAH** }
County of **WEBER** } ss.

On this **13th** day of **September**, 1962, personally appeared before me **LeNar Richens and Dena C. Richens, his wife,** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(Seal affixed)

/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**

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of _____
Page No. _____

By _____ Fees, \$ _____
County Recorder

395792

State of Utah }
County of Weber } ss. Fee paid \$6.20

Filed and recorded for Weber Basin Water Conservancy District
January 30, 1:26 P.M., 1963 Book 733, pages 346-350
Ruth Eames Olsen, County Recorder
/s/ Beverly Barclay

Copy for: *R.O.H.*
Parcel OVC-21
LaVerna B. Newey
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2666

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 14th 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 LAVERNA B. NEWEY and HAROLD A. NEWEY, her husband 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 Weber, State of Utah, to-wit:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

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

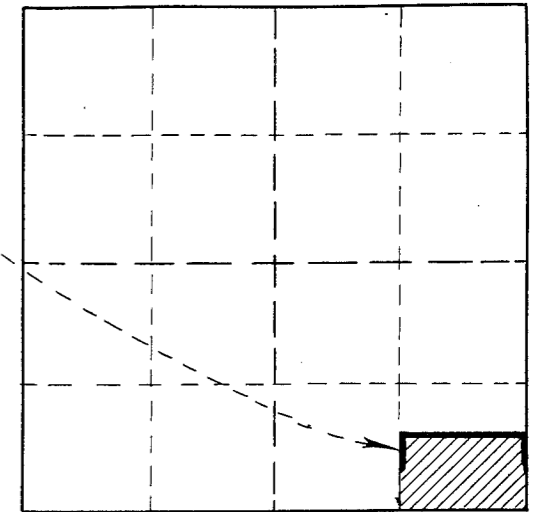
A tract of land in the Southeast Quarter of the Southeast Quarter
($SE\frac{1}{4}SE\frac{1}{4}$) of Section Twenty-seven (27), Township Seven (7) North, Range
One (1) East, Salt Lake Base and Meridian, being more particularly
described as follows:

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 $0^{\circ}09'$ West Six Hundred Twenty-nine and Seven-tenths (629.7)
feet, and running thence South $0^{\circ}09'$ West One Hundred Twenty-seven and
Two-tenths (127.2) feet; thence North $15^{\circ}49'$ West One Hundred Thirty-
three (133.0) feet; thence North $1^{\circ}36'$ West One Hundred Twenty-three
and Six-tenths (123.6) feet; thence North $37^{\circ}26'$ West Twenty-four and
Seven-tenths (24.7) feet; thence North $89^{\circ}53'$ West Eleven Hundred Sixty-
nine 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 $2^{\circ}39'$ 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

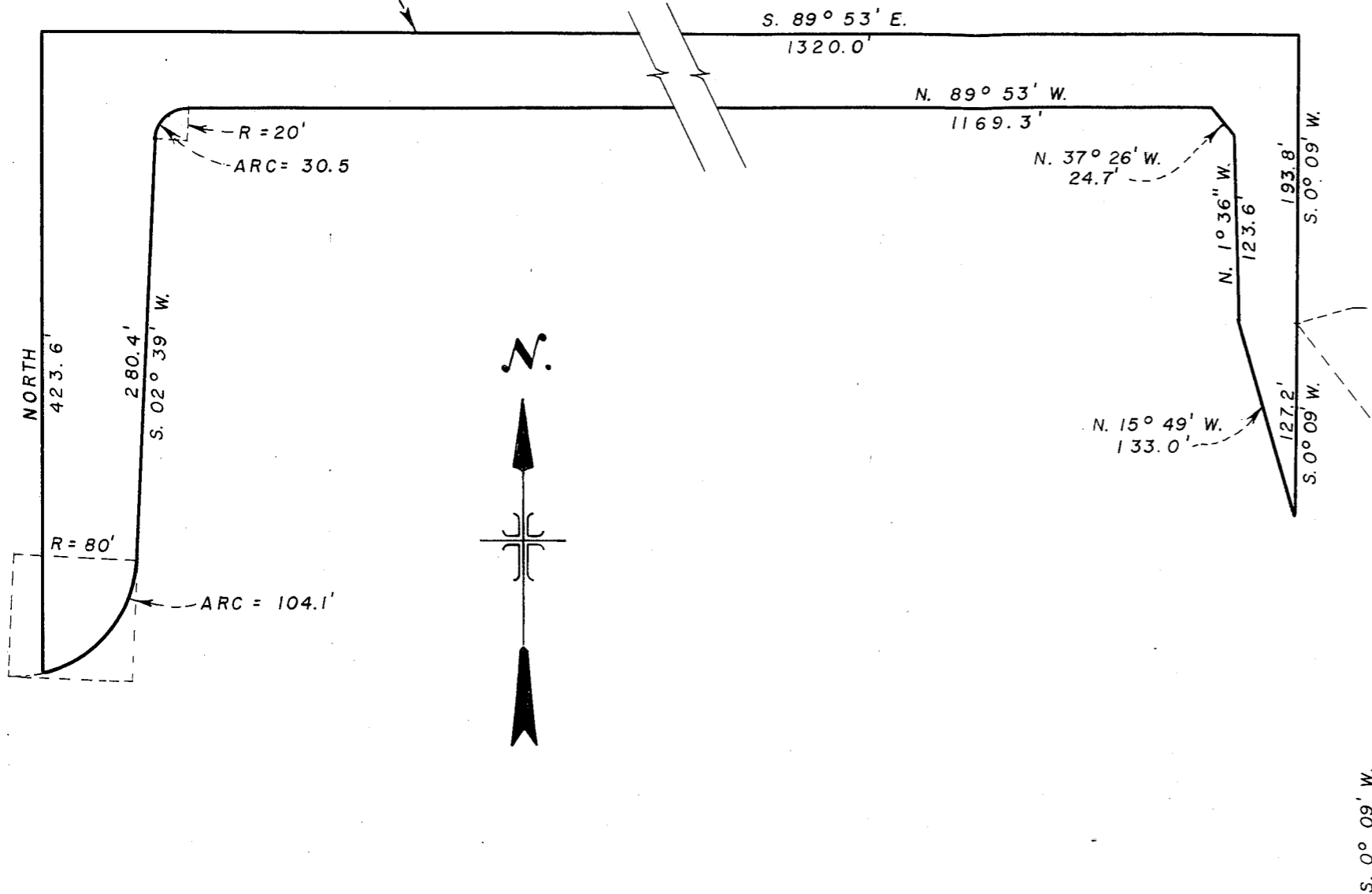
Hundred Twenty-three and Six-tenths (423.6) feet; thence South $89^{\circ}53'$
East Thirteen Hundred Twenty (1320.0) feet; thence South $0^{\circ}09'$ West
One Hundred Ninety-three and Eight-tenths (193.8) feet to the point
of beginning, containing 2.28 acres, more or less.

PARCEL O.V.C. 21
2.28 Acres

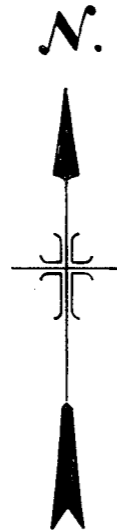
TOTAL HOLDINGS SEC. 27
25.0 ACRES



SEC. 27 T. 7 N. R. 1 E. S. L. B. & M.
KEY MAP



POINT OF BEGINNING O.V.C. 21
STA. 449 + 20



LAVERNE B. NEWEY
S.E. 1/4 S.E. 1/4 SEC. 27
T. 7 N. R. 1 E. S. L. B. & M.

ACKNOWLEDGMENT OF VENDOR

State of **UTAH** }
County of **WEBER** } ss.

On this **14th** day of **September**, 19 **62**, personally appeared before me **Harold A. Newey and LaVerna B. Newey, his wife**, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(Seal affixed)

/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**

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock
M., _____, 19 _____ and is duly recorded in Vol. _____ of
Page No. _____

By _____ Fees, \$ _____
County Recorder

389288

State of Utah }
County of Weber } ss Fee paid \$6.00

Filed and recorded for Weber Basin Water Conservancy District
October 18, 1:17 P.M. 1962, Book 724 of Record, pages 293-297
Ruth Eames Olsen, County Recorder
/s/ Edith D. Wheeler

Copy for:
Parcel No. OVC-22
Leonard Fuller

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2765

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 28th 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 LEONARD FULLER and PHYLIS B. FULLER, his wife

hereinafter styled Vendor,

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

3. The Vendor shall sell and by good and sufficient deed convey to the United States free of lien or encumbrance, except as otherwise provided herein, the following described real estate situated in the County of Weber, State of Utah, to-wit:

See attached continuation sheet of article 3 for description and articles 3a and 3b.

(Continuation sheet of Article 3)

Parcel No. 070-02

A strip of land in the Southwest Quarter of the Southeast Quarter (SW/4SE) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, fifty-five (55) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (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 center-line of that is known as the Ogden Valley Canal from Station 467+06.4 to Station 468+08.8 measured at right angles or radially thereto; said center-line is more particularly described as follows:

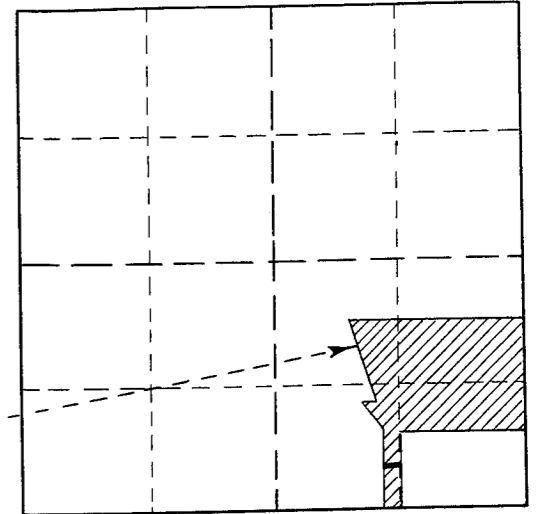
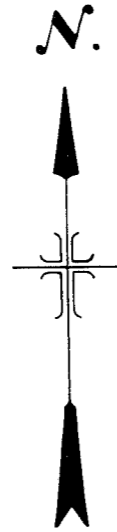
DESCRIPTION CERTIFIED CORRECT
BY *[Signature]*
Name
Date 12/16/68

Beginning at Station 467+06.4, a point on the East line of the Vendor's property from which point the Southwest corner of said Section 27 bears South $11^{\circ}41'$ West Thirteen Hundred Eighty-seven and Four-tenths (1387.4) feet, and running thence along a regular curve to the right with a radius of 50 feet for an arc distance of Fourteen (14.0) feet, the tangent to the curve at the point of beginning bears South $69^{\circ}14'$ West, thence South $85^{\circ}17'$ West One Hundred Sixty-eight and Four-tenths (168.4) feet to Station 468+08.8, a point on the Vendor's West property line, from which point the Southwest corner of said Section 27 bears South $74^{\circ}28'$ West Fifteen Hundred Fifty-six and One-tenth (1556.1) feet, containing 0.23 of an acre, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

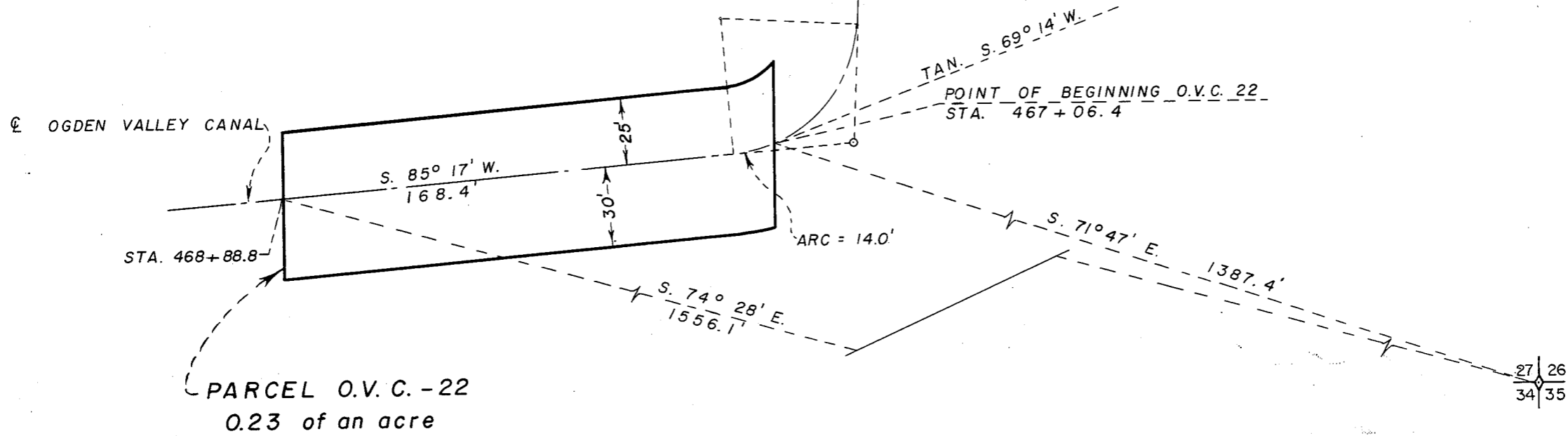
27. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding to third parties as of the date of this contract; and (ii) rights-of-way for roads,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

28. The United States, at its sole cost and expense, will: (i) provide a firm road crossing approximately at Station 468.00, and (ii) operate and maintain said road crossing across the canal.



SEC. 27, T. 7 N. R. 1 E. S. L. B. & M.
KEY MAP

TOTAL HOLDINGS SEC. 27
47.50 ACRES



P.I. 466 + 92.2
 $\Delta = 82^\circ 38' \text{ RT.}$
 R = 50'
 T = 44.0'
 L = 72.1'
 P.C. 466 + 48.3
 P.T. 467 + 20.4

LEONARD FULLER
 S.W. 1/4 S.E. 1/4 SEC. 27
 T. 7 N. R. 1 E. S. L. B. & M.

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 28th day of September, 1962, personally appeared before me Leonard Fuller and Phyllis B. Fuller, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL) (Seal affixed) /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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By Fees, \$
County Recorder

394457

State of Utah)
County of Weber) as Fee Paid: \$6.00

Filed and recorded for Weber Basin Water Conservancy District
January 9, 11:11 A.M., 1963, Book 731, pages 375-379
Ruth James Olsen, County Recorder
/s/ Virginia M. Wilson

FILED FROM ASSISTANT
BY ASSISTANT CLERK

Copy for: *C.A.*
Parcel OVC-23
Courtney A. Carver
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2693

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 27th day of September, 1962,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
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 COURTNEY A. CARVER, of Ogdey Weber County, Utah, formerly known
as Courtney A. Burnett,

hereinafter styled Vendor,

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 ^{with covenants of warranty} 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:
see attached continuation sheet of article 3 for description and Articles 3a
and 3b.

(Continuation sheet of Article 3)

Parcel No. OVC-23

A strip of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Fifty-five (55) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (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 center-line of what is known as the Ogden 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 468+88.8, a point on the East line of the Vendor's property from which point the Southeast corner of said Section 27 bears South 74°28' East Fifteen Hundred Fifty-six and One-tenth (1556.1) feet, and running thence South 85°17' West Eight Hundred Twenty-eight and Eight-tenths (828.8) feet; thence South 85°54' West Three Hundred Forty-two and One-tenth (342.1) 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°04' East Twenty Six Hundred Eighty-six and One-tenth (2686.1) feet, containing 1.48 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

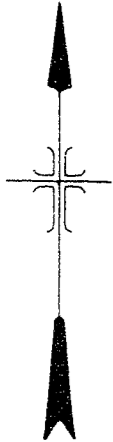
3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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 drainage crossings at Stations 471+88 and 476+20; (ii) provide a farm road crossing at Station 474+00; and (iii) operate and maintain all structures across the Canal.

DESCRIPTION CERTIFIED CORRECT

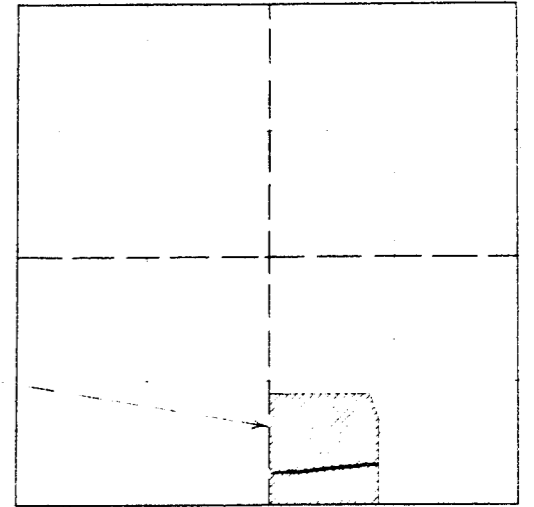
By /s/ Stark 10/3/62
Name Date

N.



COURTNEY A. CARVER
S.W. 1/4 S.E. 1/4 SEC. 27
T. 7 N. R. 1 E. S. L. B. & M.

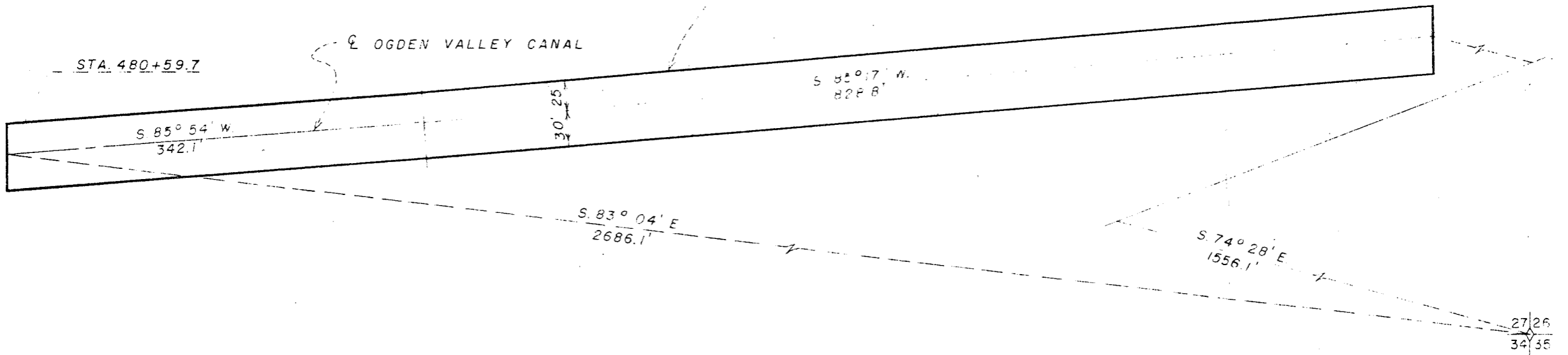
TOTAL HOLDINGS
SEC. 27 30 ACRES



SEC. 27 T 7 N R 1 E. S. L. B. & M.
KEY MAP

PARCEL O.V.C. - 23
1.48 Acres

POINT OF BEGINNING O.V.C. 23
STA 468+88.8



ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 27th day of September, 1962, personally appeared before me Courtney A. Carver, a single woman to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

(Seal affixed)

/s/ Cecil E. Tucker

Notary Public in and for the State of Utah Residing at My commission expires August 24, 1963

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Vol. of Page No.

By _____ Fees, \$ _____
County Recorder

391705

State of Utah }
County of Weber } ss Fee paid \$6.00

Filed and recorded for Weber Basin Water Conservancy District
November 26, 1:23 P.M. 1962, Book 727, pages 570-574

Ruth Eames Olsen, County Recorder
/s/ Beverly Barclay

copy for; *R. Williams*
Parcel OVC-24
L.C. Williamsen
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. 14-06-400-2692

Project

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 1st day of October, 1962,
in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or sup-
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 LORENZO C. WILLIAMSEN, also known as L. C. Williamsen, and
RETA E. WILLIAMSEN, his wife,

hereinafter styled Vendor,

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
estate situated in the County of Weber, State of Utah, to-wit:

See attached continuation sheet of article 3 for description and articles 3a
and 3b.

with covenants of warranty

(Continuation sheet of Article 3)

Parcel No. CVC-24

A strip of land in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-seven (27), Township Seven (7) North, Range One (1) East, Salt Lake Base and Meridian, Fifty-five (55) feet wide and included between two lines extended to the property lines and everywhere distant Thirty (30) feet on the right or Northerly and Westerly sides and Twenty-five (25) feet on the left or Southerly and Easterly sides of that portion of the following described centerline of what is known as the Ogden Valley Canal from Station 480+59.7 to Station 488+68.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 480+59.7, a point on the East line of the Vendor's property from which point the Southeast corner of said Section 27 bears South 83°04' East Twenty-six Hundred Eighty-six and One-tenth (2686.1) feet, and running thence South 85°54' West Four Hundred 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 Sixty and Five-tenths (60.5) feet to Station 485+96.9 back equals Station 486+08.6 ahead; thence South 16°41' West Two Hundred 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 Eighteen and Four-tenths (18.4) feet; thence South 4°19' East Thirty-four and Nine-tenths (34.9) feet to Station 488+68.0, a point on the Vendor's property from which point the Southeast corner of said Section 27 bears South 89°55' East Thirty-two Hundred Forty-four and Eight-tenths (3244.8) feet, containing 1.01 acres, more or less;

Together with all appurtenances thereto belonging or in anywise appertaining.

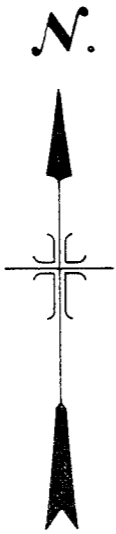
3a. It is understood and agreed that the rights to be conveyed to the United States as described in Article 3 hereof shall be free from lien or encumbrance except: (i) coal or mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, 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 an irrigation crossing at Station 485+85 and (ii) operate and maintain all structures across the Canal.

DESCRIPTION CERTIFIED CORRECT

10/3/63
Date

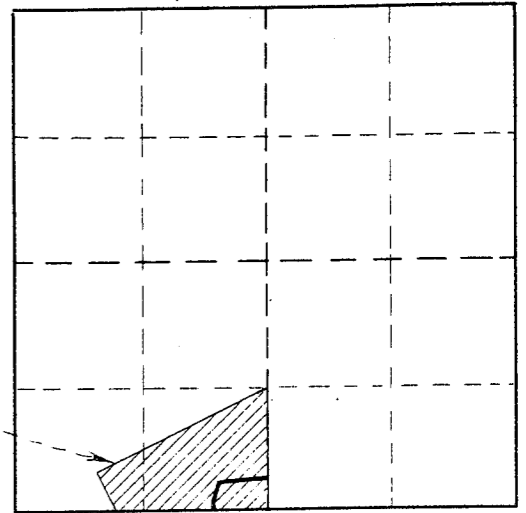
By /s/ Stark
Name



P.I. 485 + 70.9
 $\Delta = 69^\circ 14' \text{ LT.}$
 $R = 50'$
 $T = 34.5'$
 $L = 60.5'$
P.C. 485 + 36.4
P.T. 485 + 96.9 BK. =
486 + 08.6 AH.

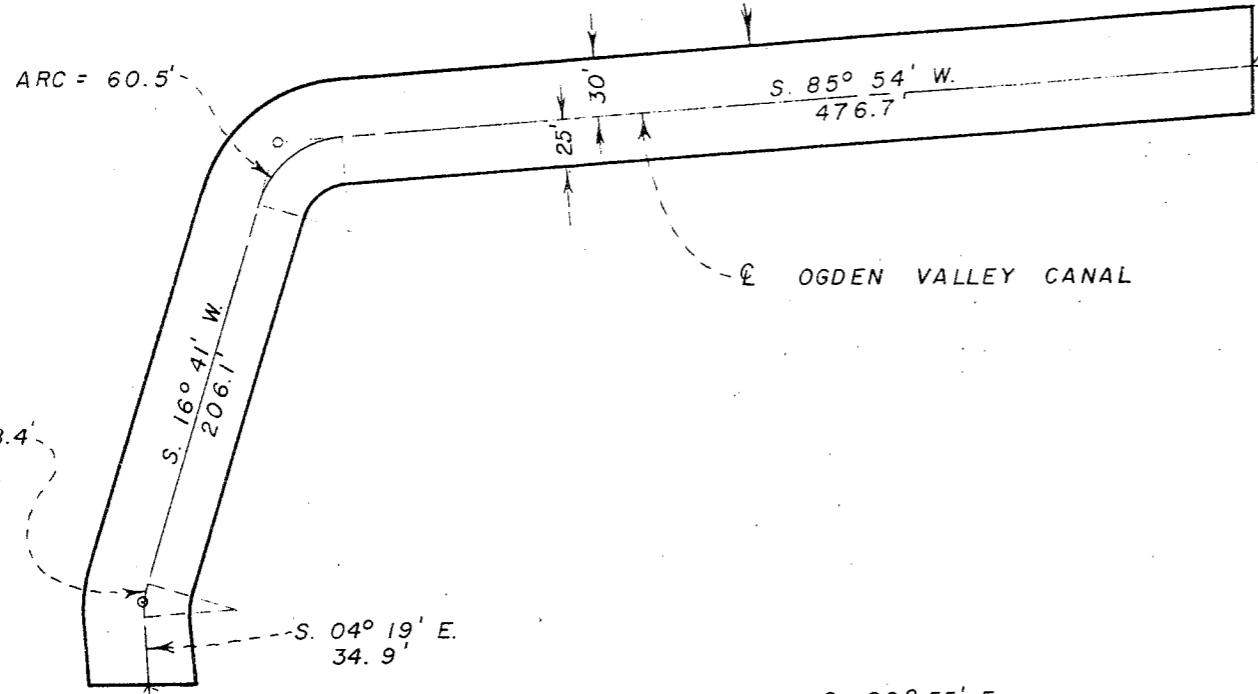
PARCEL O.V.C. 24
1.01 of an acre

TOTAL HOLDINGS SEC. 27
30.0 ACRES



SEC. 27 T. 7N. R. 1E. S.L.B. & M.
KEY MAP

POINT OF BEGINNING O.V.C. - 24
STA. 480 + 59.7



S. 83° 04' E.
2686.1'

27 | 26
34 | 35

P.I. 488 + 24.0
 $\Delta = 21^\circ 00' \text{ LT.}$
 $R = 50'$
 $T = 09.3'$
 $L = 18.4'$
P.C. 488 + 14.7
P.T. 488 + 33.1

L.C. WILLIAMSEN
S.E. 1/4 S.W. 1/4 SEC. 27
T. 7N. R. 1E. S.L.B. & M.

STA. 488 + 68.0

ACKNOWLEDGMENT OF VENDOR

State of UTAH }
County of WEBER } ss.

On this 1st day of October, 1962, personally appeared before me Lorenzo C. Williamsen and Reta E. Williamsen, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL) (Seal affixed) /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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19 _____ and is duly recorded in Vol. _____ of Page No. _____

By _____ Fees, \$ _____
County Recorder

391704

State of Utah)
County of Weber) ss Fee paid \$6.00

Filed and recorded for Weber Basin Water Conservancy District
November 26, 1:22 P.M. 1962, Book 727, pages 565-569

Ruth Eames Olsen, County Recorder

/s/ Beverly Barclay

Form 7-276
(8-66)

Copy for **Parcels OVC-25A, 25B, 25C(P)**
Rinehart Grants
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **44-05-400-2776**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **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

RINEHART GLANTZ and ARIENE GLANTZ, his wife; and
KEITH G. JENSEN and JULIA E. JENSEN, his wife,

hereinafter styled Vendor,

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

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:
See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

4. In the event that liens or encumbrances other than those expressly provided herein,

and the deed required by article 3 shall be borne by the United States, the expense of recording this contract and the expense of recording this contract and the expense of recording this contract shall be borne by the United States at its property interest only to the interests, liens or encumbrances expressly provided herein, and necessarily and proper to show in the Vendor complete fee simple unencumbered title to said lands and interests which the Vendor may be advised by the United States to

5. The Vendor shall procure and have recorded with-out cost to the United States all

officials check
... (2) ... by United States Treasury warrant of funds paid to the Vendor as the purchase price the sum of ... and their further approval by the proper officials of the United States, if such cases to be execution and delivery of the deed required by article 3, the signing of the same, vouchers ... The United States shall purchase said property on the terms herein expressed, and on

Continuation sheet of article 3

Parcel No. OVC-25A

A tract of land in the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) 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 $50^{\circ}57'$ West Fifteen Hundred Fifty-five and Two-tenths (1555.2) feet, and running thence North $12^{\circ}03'$ East Twenty-five and Seven-tenths (25.7) feet; thence North $45^{\circ}04'$ East One Hundred Fifty and Two-tenths (150.2) feet; thence North $31^{\circ}19'$ East Fifty and Two-tenths (50.2) feet; thence North $86^{\circ}31'$ East Thirty-five (35.0) feet to Station 230+45.4 of the centerline of the Ogden Valley Canal; thence continuing North $86^{\circ}31'$ East Forty (40.0) feet; thence South $3^{\circ}29'$ 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 $30^{\circ}23'$ West Six (6.0) feet; thence South $51^{\circ}55'$ 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 ($N\frac{1}{2}NW\frac{1}{4}$) 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 $58^{\circ}27'$ West Sixteen Hundred Twenty (1620.0) feet, and running thence North $3^{\circ}29'$ 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 $50^{\circ}30'$ 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 $25^{\circ}44'$ 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 $58^{\circ}40'$ 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 $89^{\circ}28'$ 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

DESCRIPTION CERTIFIED CORRECT

Date 7-11-62

Name

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 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

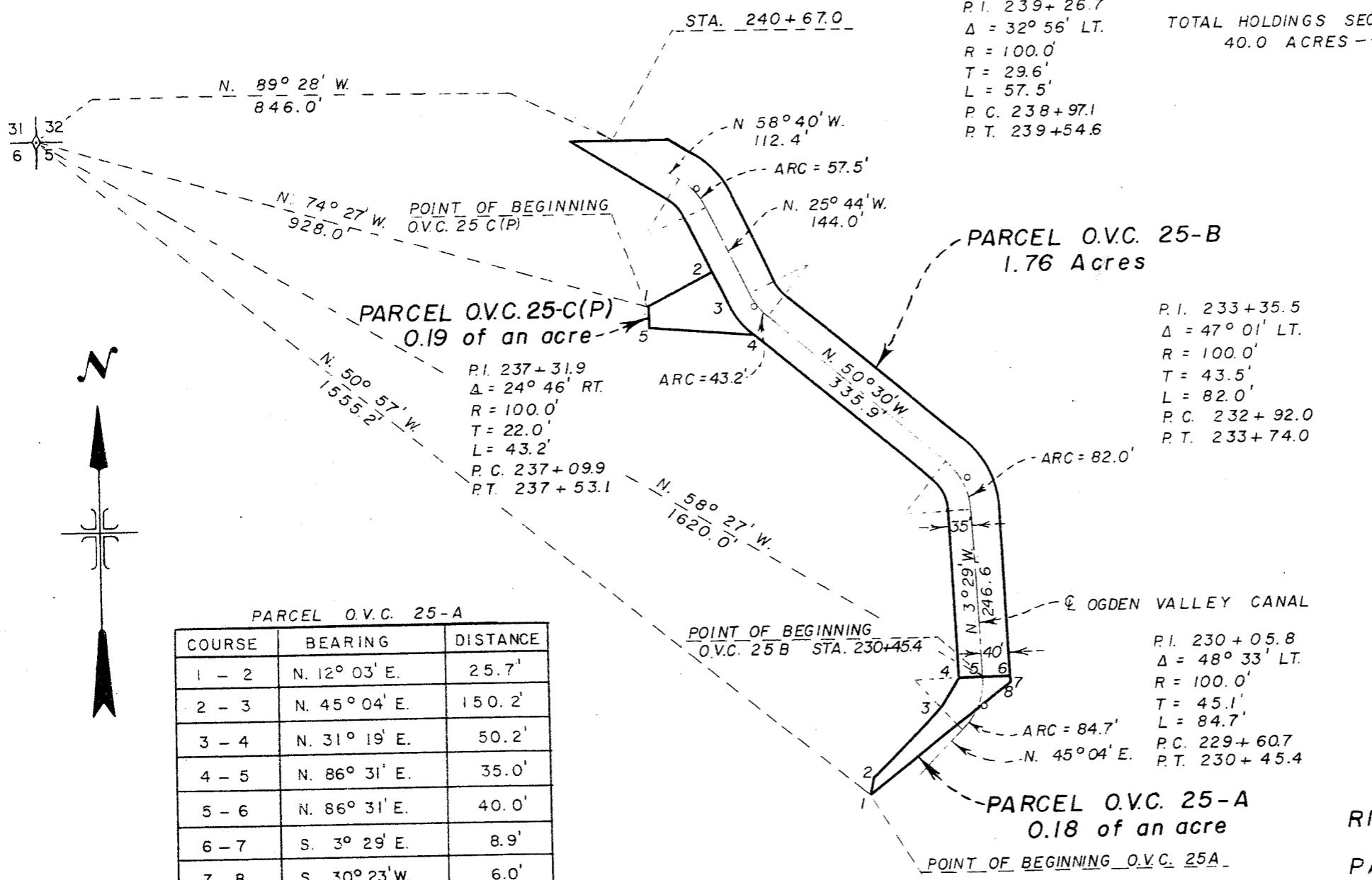
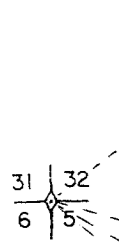
Beginning at a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North $74^{\circ}27'$ West Nine Hundred Twenty-eight (928.0) feet, and running thence North $64^{\circ}16'$ East One Hundred Four (104.0) feet to the Southwesterly right-of-way line of the Ogden Valley Canal; thence along two courses of said Southwesterly line South $25^{\circ}44'$ 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 $84^{\circ}08'$ 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.

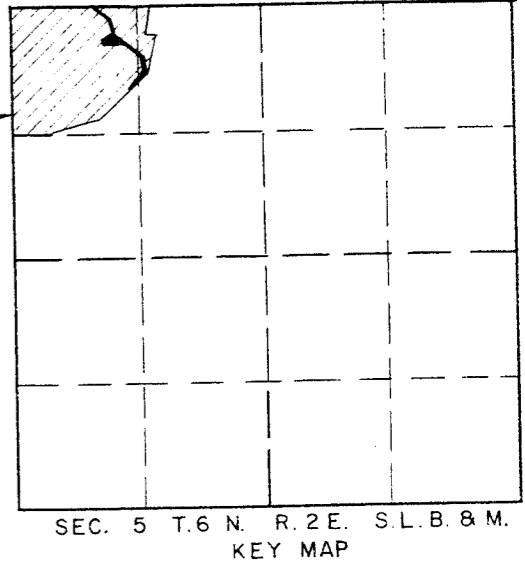


PARCEL O.V.C. 25-A

COURSE	BEARING	DISTANCE
1 - 2	N. 12° 03' E.	25.7'
2 - 3	N. 45° 04' E.	150.2'
3 - 4	N. 31° 19' E.	50.2'
4 - 5	N. 86° 31' E.	35.0'
5 - 6	N. 86° 31' E.	40.0'
6 - 7	S. 3° 29' E.	8.9'
7 - 8	S. 30° 23' W.	6.0'
8 - 1	S. 51° 55' W.	266.7'

PARCEL O.V.C. 25C(P)

COURSE	BEARING	DISTANCE
1 - 2	N. 64° 16' E.	104.0'
2 - 3	S. 25° 44' E.	55.9'
3 - 4	R = 135'	58.4'
4 - 5	N. 84° 08' W.	154.5'
5 - 1	NORTH	35.0'



RINEHART & ARLENE GLANTZ
PART OF N. 1/2 N.W. 1/4 SEC. 5
T. 6 N. R. 2 E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Weber } ss.

On this 4th day of January, 1963, personally appeared before me Keith G. Jensen and Lula H. Jensen, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Volume of Page No.

By Fees, \$
County Recorder

402463 FILED AND RECORDED FOR Fee: \$7.90
Weber Basin Water Conserv. Dist.
1963 MAY 16 PM 1 07

Ruth Eames Olsen
Weber County Recorder
By: /s/ Irene H. Clark
Deputy

IN WITNESS WHEREOF, the undersigned has hereunto set my hand and seal this 16th day of May, 1963.

§
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Weber, Utah.

Form 7-276
(8-66)

Copy for **Rinehart**
Parcels OVC-25A, 25B, 25C(P)
Rinehart Grants
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **44-05-400-2776**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 17th day of January, 1963, 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

RINEHART GLANTZ and ARIENE GLANTZ, his wife; and
KEITH G. JENSEN and JULIA E. JENSEN, his wife,

hereinafter styled Vendor,

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

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:
See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

4. In the event that liens or encumbrances other than those expressly provided herein

and the deed required by article 3 shall be borne by the United States, the expense of recording this contract and the expense of recording this contract and the expense of recording this contract shall be borne by the United States at its property interest only to the interests, liens or encumbrances expressly provided herein, and necessarily and proper to show in the Vendor complete fee simple unencumbered title to said lands and interests which the Vendor may be advised by the United States

5. The Vendor shall procure and have recorded with-out cost to the United States all

officers check
... (2) ... by United States Treasurer...
paid to the Vendor as the purchase price the sum of
and their further approval by the proper officials of the United States, if such cause to be
execution and delivery of the deed required by article 3, the signing of the name of the Vendor
The United States shall purchase said property on the terms herein expressed, and on

Continuation sheet of article 3

Parcel No. OVC-25A

A tract of land in the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) 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 $50^{\circ}57'$ West Fifteen Hundred Fifty-five and Two-tenths (1555.2) feet, and running thence North $12^{\circ}03'$ East Twenty-five and Seven-tenths (25.7) feet; thence North $45^{\circ}04'$ East One Hundred Fifty and Two-tenths (150.2) feet; thence North $31^{\circ}19'$ East Fifty and Two-tenths (50.2) feet; thence North $86^{\circ}31'$ East Thirty-five (35.0) feet to Station 230+45.4 of the centerline of the Ogden Valley Canal; thence continuing North $86^{\circ}31'$ East Forty (40.0) feet; thence South $3^{\circ}29'$ 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 $30^{\circ}23'$ West Six (6.0) feet; thence South $51^{\circ}55'$ 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 ($N\frac{1}{2}NW\frac{1}{4}$) 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 $58^{\circ}27'$ West Sixteen Hundred Twenty (1620.0) feet, and running thence North $3^{\circ}29'$ 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 $50^{\circ}30'$ 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 $25^{\circ}44'$ 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 $58^{\circ}40'$ 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 $89^{\circ}28'$ 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

DESCRIPTION CERTIFIED CORRECT

Date 7-11-62

Name

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 ($NW\frac{1}{4}NW\frac{1}{4}$) 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 in the Vendor's property, from which point the Northwest corner of said Section 5 bears North $74^{\circ}27'$ West Nine Hundred Twenty-eight (928.0) feet, and running thence North $64^{\circ}16'$ 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 $25^{\circ}44'$ 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 $84^{\circ}08'$ 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.



N. $\frac{89^{\circ} 28' W.}{846.0'}$

N. $\frac{74^{\circ} 27' W.}{928.0'}$ POINT OF BEGINNING O.V.C. 25 C(P)

N. $\frac{50^{\circ} 57' W.}{1555.2'}$

PARCEL O.V.C. 25-A

COURSE	BEARING	DISTANCE
1 - 2	N. $12^{\circ} 03' E.$	25.7'
2 - 3	N. $45^{\circ} 04' E.$	150.2'
3 - 4	N. $31^{\circ} 19' E.$	50.2'
4 - 5	N. $86^{\circ} 31' E.$	35.0'
5 - 6	N. $86^{\circ} 31' E.$	40.0'
6 - 7	S. $3^{\circ} 29' E.$	8.9'
7 - 8	S. $30^{\circ} 23' W.$	6.0'
8 - 1	S. $51^{\circ} 55' W.$	266.7'

STA. 240+67.0

N. $58^{\circ} 40' W.$
112.4'

ARC = 57.5'

N. $25^{\circ} 44' W.$
144.0'

P.I. 239+26.7
 $\Delta = 32^{\circ} 56' LT.$
 R = 100.0'
 T = 29.6'
 L = 57.5'
 P.C. 238+97.1
 P.T. 239+54.6

PARCEL O.V.C. 25-B
1.76 Acres

ARC = 43.2'

N. $50^{\circ} 30' W.$
335.9'

P.I. 237+31.9
 $\Delta = 24^{\circ} 46' RT.$
 R = 100.0'
 T = 22.0'
 L = 43.2'
 P.C. 237+09.9
 P.T. 237+53.1

P.I. 233+35.5
 $\Delta = 47^{\circ} 01' LT.$
 R = 100.0'
 T = 43.5'
 L = 82.0'
 P.C. 232+92.0
 P.T. 233+74.0

N. $58^{\circ} 27' W.$
1620.0'

ARC = 82.0'

N. $3^{\circ} 29' W.$
246.6'

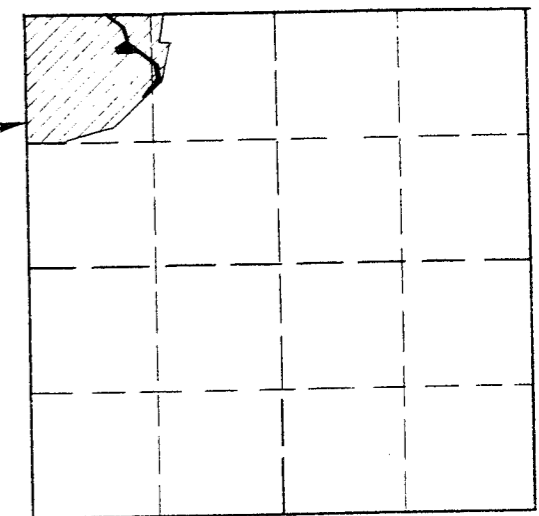
POINT OF BEGINNING O.V.C. 25 B STA. 230+45.4

P.I. 230+05.8
 $\Delta = 48^{\circ} 33' LT.$
 R = 100.0'
 T = 45.1'
 L = 84.7'
 P.C. 229+60.7
 P.T. 230+45.4

PARCEL O.V.C. 25-A
0.18 of an acre

POINT OF BEGINNING O.V.C. 25A

TOTAL HOLDINGS SEC. 5
40.0 ACRES



SEC. 5 T.6 N. R.2 E. S.L.B. & M.
KEY MAP

PARCEL O.V.C. 25 C(P)

COURSE	BEARING	DISTANCE
1 - 2	N. $64^{\circ} 16' E.$	104.0'
2 - 3	S. $25^{\circ} 44' E.$	55.9'
3 - 4	R = 135'	58.4'
4 - 5	N. $84^{\circ} 08' W.$	154.5'
5 - 1	NORTH	35.0'

RINEHART & ARLENE GLANTZ
 PART OF N. 1/2 N.W. 1/4 SEC. 5
 T. 6 N. R. 2 E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of **Utah**
County of **Weber** } ss.

On this **4th** day of **January**, 19**63**, personally appeared before me **Keith G. Jensen and Lula H. Jensen, his wife,** to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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**

CERTIFICATE OF COUNTY RECORDER

State of
County of } ss.

I hereby certify that this instrument was filed for record at my office at _____ o'clock M., _____, 19____ and is duly recorded in Volume _____ of Page No. _____

By _____ Fees, \$ _____
County Recorder

402463 FILED AND RECORDED FOR Fee: \$7.90
Weber Basin Water Conserv. Dist.
1963 MAY 16 PM 1 07

Ruth Eames Olsen
Weber County Recorder
By: /s/ Irene H. Clark
Deputy

IN WITNESS WHEREOF, the undersigned clerk of said county, after reading the foregoing instrument, has hereunto set her hand and official seal at the County Clerk's Office, Salt Lake City, Utah, this 16th day of May, 1963.

Form 7-276
(8-66)

Copy for **Parcels OVC-25A, 25B, 25C(P)**
Rinehart Grants
Ogden Valley Canal

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract No. **44-05-400-2776**

Weber Basin Project
Ogden Valley Canal

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 17th day of January, 1963, 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

RINEHART GLANTZ and ARIENE GLANTZ, his wife; and
KEITH G. JENSEN and JULIA E. JENSEN, his wife,

hereinafter styled Vendor,

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

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:
See attached continuation sheets of article 3 for description and articles 3a, 3b, 3c and 3d.

4. In the event that liens or encumbrances other than those expressly provided herein,

and the deed required by article 3 shall be borne by the United States, the expense of recording this contract and the expense of recording this contract and the expense of recording this contract shall be borne by the United States at its property interest only to the interests, liens or encumbrances expressly provided herein, and necessarily and proper to show in the Vendor complete fee simple unencumbered title to said lands and interests which the Vendor may be advised by the United States to

5. The Vendor shall procure and have recorded with out cost to the United States all

officers check
... by United States Treasurer...
... of the United States...
... the deed required by article 3, the signing of the name of the Vendor...

Continuation sheet of article 3

Parcel No. OVC-25A

A tract of land in the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) 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 $50^{\circ}57'$ West Fifteen Hundred Fifty-five and Two-tenths (1555.2) feet, and running thence North $12^{\circ}03'$ East Twenty-five and Seven-tenths (25.7) feet; thence North $45^{\circ}04'$ East One Hundred Fifty and Two-tenths (150.2) feet; thence North $31^{\circ}19'$ East Fifty and Two-tenths (50.2) feet; thence North $86^{\circ}31'$ East Thirty-five (35.0) feet to Station 230+45.4 of the centerline of the Ogden Valley Canal; thence continuing North $86^{\circ}31'$ East Forty (40.0) feet; thence South $3^{\circ}29'$ 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 $30^{\circ}23'$ West Six (6.0) feet; thence South $51^{\circ}55'$ 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 ($N\frac{1}{2}NW\frac{1}{4}$) 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 $58^{\circ}27'$ West Sixteen Hundred Twenty (1620.0) feet, and running thence North $3^{\circ}29'$ 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 $50^{\circ}30'$ 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 $25^{\circ}44'$ 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 $58^{\circ}40'$ 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 $89^{\circ}28'$ 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

DESCRIPTION CERTIFIED CORRECT

Date 7-11-62

Name

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 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Five (5), Township Six (6) North, Range Two (2) East, Salt Lake Base and Meridian, being more particularly described as follows:

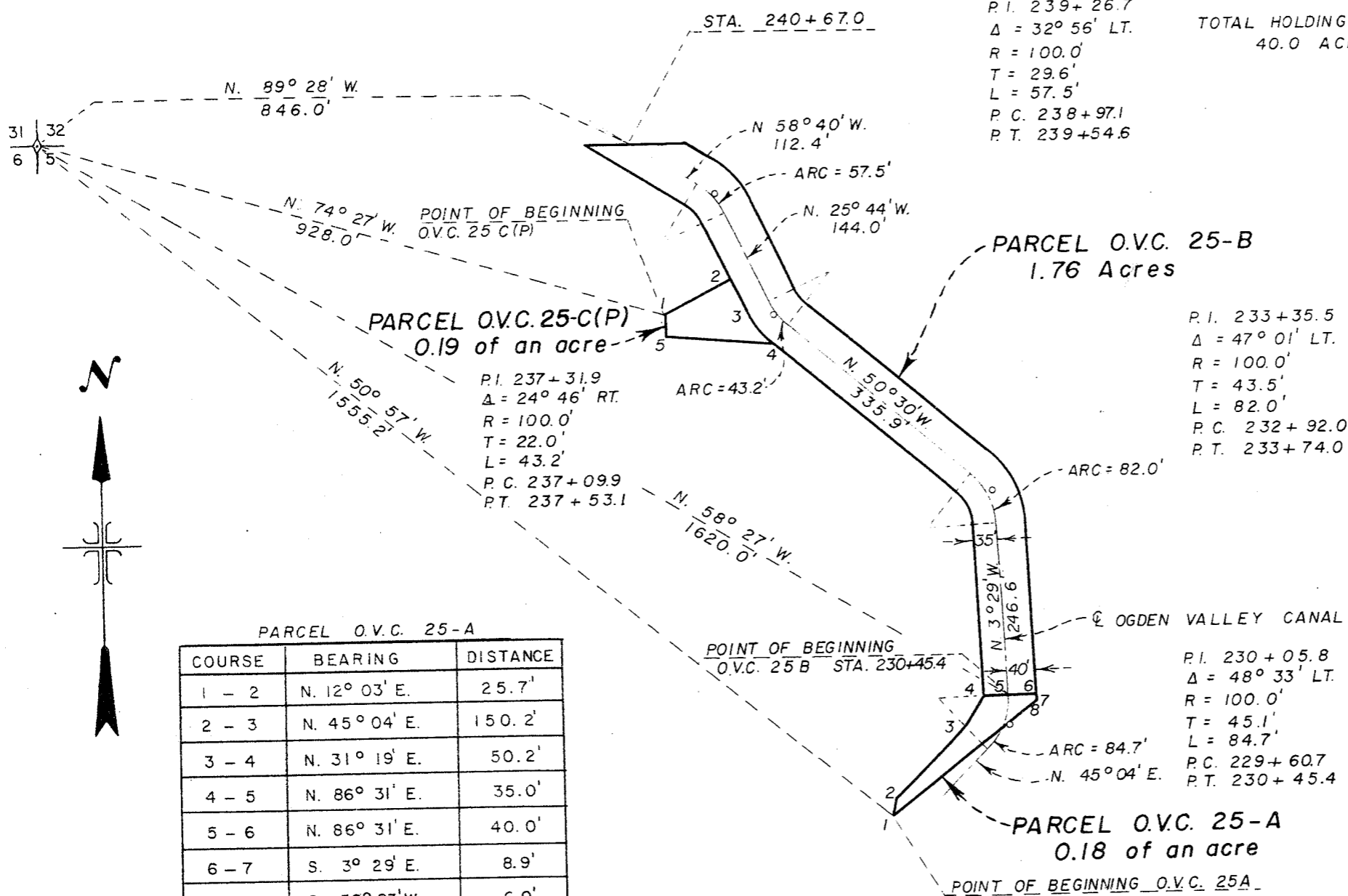
Beginning at a point in the Vendor's property, from which point the Northwest corner of said Section 5 bears North $74^{\circ}27'$ West Nine Hundred Twenty-eight (928.0) feet, and running thence North $64^{\circ}16'$ East One Hundred Four (104.0) feet to the Southwesterly right-of-way line of the Ogden Valley Canal; thence along two courses of said Southwesterly line South $25^{\circ}44'$ 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 $84^{\circ}08'$ 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.

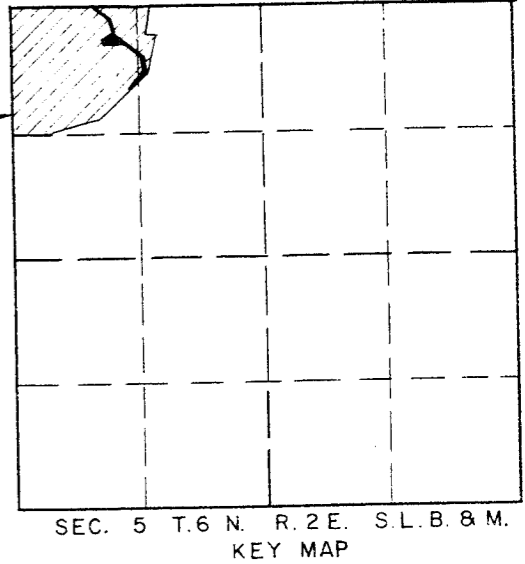


PARCEL O.V.C. 25-A

COURSE	BEARING	DISTANCE
1 - 2	N. $12^{\circ} 03' E$.	25.7'
2 - 3	N. $45^{\circ} 04' E$.	150.2'
3 - 4	N. $31^{\circ} 19' E$.	50.2'
4 - 5	N. $86^{\circ} 31' E$.	35.0'
5 - 6	N. $86^{\circ} 31' E$.	40.0'
6 - 7	S. $3^{\circ} 29' E$.	8.9'
7 - 8	S. $30^{\circ} 23' W$.	6.0'
8 - 1	S. $51^{\circ} 55' W$.	266.7'

PARCEL O.V.C. 25C(P)

COURSE	BEARING	DISTANCE
1 - 2	N. $64^{\circ} 16' E$.	104.0'
2 - 3	S. $25^{\circ} 44' E$.	55.9'
3 - 4	R = 135'	58.4'
4 - 5	N. $84^{\circ} 08' W$.	154.5'
5 - 1	NORTH	35.0'



RINEHART & ARLENE GLANTZ
 PART OF N. 1/2 N.W. 1/4 SEC. 5
 T. 6 N. R. 2 E. S.L.B. & M.

ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Weber } ss.

On this 4th day of January, 1963, personally appeared before me Keith G. Jensen and Lula H. Jensen, his wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)
(SEAL AFFIXED)

/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

CERTIFICATE OF COUNTY RECORDER

State of }
County of } ss.

I hereby certify that this instrument was filed for record at my office at o'clock M., 19 and is duly recorded in Volume of Page No.

By County Recorder Fees, \$

402463 FILED AND RECORDED FOR Fee: \$7.90
Weber Basin Water Conserv. Dist.
1963 MAY 16 PM 1 07

Ruth Eames Olsen
Weber County Recorder
By: /s/ Irene H. Clark
Deputy

IN WITNESS WHEREOF, the undersigned has hereunto set my hand and seal this 16th day of May, 1963.

§
I, the undersigned, do hereby certify that the foregoing instrument was duly recorded in the office of the County Recorder of Weber County, Utah, on the 16th day of May, 1963, at 1:07 PM.