

Form 7-276 (Aug 1 1952) Entry No. **80717** Recorded at request of Bureau of Reclamation Fee 7.00
 Date JUL 19 1960 9 A. M. Wayne C. White Wasatch County Recorder
 By Mary G. Chimes Deputy Book 37 Page 349-354

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION

Contract No 4-06-0400-1132

Provo River Project

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 22nd day of June, 1960, 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 David DeLoy Bisel and Louise Bisel, 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:
 of easement 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 Wasatch, State of Utah, to-wit:

(See attached continuation sheets of Article 3 for description and Article 3a.)

(Continuation sheets of Article 3)

Perpetual easements (a) to intermittently submerge, seep, flow, flood or in anywise affect with water, from whatever source, flowing in Provo River; it being understood, however, that this easement may not be exercised for a permanent reservoir; (b) to remove from the beds and banks of the channel or channels of Provo River which now or in the future may cross the lands hereinafter described, such materials as in the opinion of the representatives of the United States might interfere with or affect in any manner the flow of water in Provo River, and to deposit on the lands the materials so removed; (c) to construct, reconstruct, and maintain dikes, levees, revetments, and to enlarge or improve the river channel or channels, as determined necessary by the representatives of the United States; and (d) of ingress and egress to utilize said rights and to survey, inspect and patrol the river channel or channels.

The real estate to be subject to said easements is described as follows:

Tract No. 81

A tract of land in Wasatch County, Utah, in the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) of Section Twelve (12), Township Three (3) South, Range Six (6) East, Salt Lake Base and Meridian, containing 4.07 acres, more or less, and being more particularly described as follows:

Beginning at a point on the East line of the vendor's land, the West line to land now or formerly belonging to Leslie E. Moon, said point being West, Sixteen Hundred Fifty-one and Eight-tenths (1651.8) feet, and North Ten Hundred Forty-five and Six-tenths (1045.6) feet, more or less, from the Southeast corner of said Section Twelve (12), and running thence North $71^{\circ}30'$ West, Ten Hundred Seventy-one and Four-tenths (1071.4) feet, more or less, to a point on the South line to land now or formerly belonging to Alma S. Carlile, the Northwest corner of the Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) of said Section Twelve (12); thence along Carlile's line North $89^{\circ}29'$ East, Ten Hundred Fifteen (1015.) feet, more or less, to a corner to aforesaid Moon's land; thence along Moon's line South $00^{\circ}10'$ East, Three Hundred Forty-nine and Two-tenths (349.2) feet more or less, to the point of beginning.

Note: The bearings of the above description are based on the Utah Central Zone coordinate system established by the United States Coast and Geodetic Survey, 1937.

The foregoing provisions shall not be construed as in any way obligating the United States to perform any channel revision work on the Provo River within the above-described area and the Vendor hereby releases the United States and the Provo River Water Users' Association from all liability for any damage to the said land or to any of the improvements that now or in the future may exist thereon which may accrue from the date hereof because of the exercise of the above-described easements.

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 in the public or third parties for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines, on, over or across said lands in existence on such date.

TRACT OWNERSHIP
81 David DeLoy Bisel

ALMA S. CANNILE

N 89° 29' E. 1015.0'

81

4.07 AC.

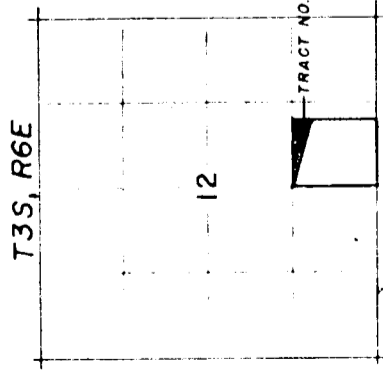
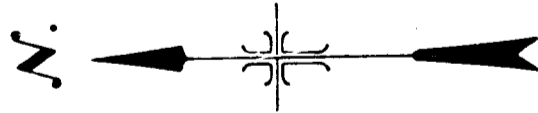
N 77° 30' W. 1071.4'

DAVID DELOY BISEL

LESLIE E. MOON

Pt. of Beg. W. 1,651.8'
& N. 1,045.6' from
S.E. Cor. of Sec. 12

S.00°10'E. 349.2'

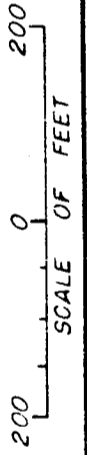


KEY MAP
S.L.B. & M

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PROVO RIVER PROJECT - UTAH
PROVO RIVER CHANNEL IMPROVEMENT
TRACT 81
RIGHT-OF-WAY PLAT

DRAWN J.P. SUBMITTED *Oct 14, 1986*
TRACED J.P. RECOMMENDED *David DeLoy Bisel*
CHECKED *King* APPROVED *Tom J. Bradburn*

SPANISH FORK, UTAH DEC. 59 244-418-86



4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by article 3, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Eight Hundred Fifteen and no/100 dollars (\$ 815.00) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by article 3 shall be borne by the United States.

6. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the necessary amount and discharging them with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any liens or encumbrances by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

8. After execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property to survey for and construct reclamation works, ~~telephone and electrical transmission lines~~ and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor. The Vendor may retain possession of said property ~~until~~ subject to the easements herein agreed to be conveyed. ~~and the delivery of the deed as herein provided, and no part thereof shall be subject to the provisions of the~~ ~~USCM~~

9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

10. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

Appd. Sol. THE UNITED STATES OF AMERICA
Off.

Witnesses:

B. Harold Mendenhall

Mendenhall

O. H. Carter

Regional Director, Bureau of Reclamation

Address *Leticia, Utah*

David P. ...

Vendor

B. Harold Mendenhall

Address *Leticia, Utah*

James L. ...

Vendor

Address _____

Vendor

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ACKNOWLEDGMENT OF VENDOR

State of Utah }
County of Summit } ss.

On this 22nd day of June, 1960, personally appeared before me David DeLoy Bisel and Louise Bisel 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.



David DeLoy Bisel
Notary Public in and for the
State of Utah
Residing at Lehi, Utah
My commission expires November 1, 1961

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 835747

ABSTRACTED
RECORDED INDEXED
COMPARED PAGED
MAIL TO _____