

**UNITED STATES  
DEPARTMENT OF THE INTERIOR**

**BUREAU OF RECLAMATION**  
RELOCATION OF U.S. HIGHWAY 189 Contract No. 8-07-40-L1020  
BONNEVILLE UNIT  
CENTRAL UTAH Project

24451-5

**LAND PURCHASE CONTRACT**

THIS CONTRACT, made this 1st day of Feb. ,19 88 ,  
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

R.M.W. INVESTMENT 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:

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 SUMMIT ,State of UTAH , to-wit:

(See attached continuation sheets of Article 3 for Land Descriptions and  
Articles 3a, 3b, and 3c.)

RED NOTE AB

287913  
SECURITY TITLE CO.

88 MAR 25 PM 2:45

ALAN SPRIGGS  
SUMMIT COUNTY RECORDER

REC'D BY: [Signature]

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4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3, and approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of ~~Five thousand 700~~ *Twenty* dollars (\$~~5,700.00~~ *25,000.00*) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall at his own cost procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

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

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

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

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

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

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

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

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

9. After execution of this contract by the United States, the proper officers and agents of the United States, its contractors, employees, agents, or assigns shall, at all times, have unrestricted access to said property for any purpose, free of any claim for damage or compensation on the part of the Vendor, except as otherwise provided for in this contract. The Vendor may retain possession of Parcel No. JDR-Hy-189-61:24:A (Fee Title) until ~~March 1st 1988~~ *March 1st 1988*.

PARCEL NO. JDR-Hy-189-61:24:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Thirteen (13), Township Two (2) South, Range Five (5) East, Salt Lake Base and Meridian, Summit County, Utah, being more particularly described as follows:

Beginning at the Southeast corner of said Section Thirteen (13); thence North 0°30'59" West (highway bearing) Two Hundred Fifty-eight and Thirty Hundredths (258.30) feet, more or less, to a point One Hundred Forty (140) feet perpendicularly distant Northerly from the center line of said project; thence North 89°51'00" West Three Hundred Ninety-three and Ninety-two Hundredths (393.92) feet, more or less, to a point opposite Engineer Station 510+76.20; thence North 89°24'02" West Eight Hundred Sixty-three and Forty-four Hundredths (863.44) feet; thence Westerly Fifty-nine and Ninety-five Hundredths (59.95) feet, more or less, along the arc of a Forty Hundred Thirty-nine and Seven Hundred Nineteen Thousandths (4039.719) foot radius curve to the left, to the West line of said Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) (Note: Tangent to said curve at its point of beginning bears South 79°15'25" West); thence South 0°35'17" East (highway bearing) Two Hundred Sixty-nine and Thirty Hundredths (269.30) feet, more or less, along said West line to the South line of said Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ); thence North 89°27'14" East (highway bearing) Thirteen Hundred Fifteen and Seventy-four Hundredths (1315.74) feet, more or less, along said South line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No. JDR-Hy-189-61:24:A contains a total of Eight and Eleven Hundredths (8.11) acres, more or less.

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

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

3a. Excepting and reserving from said conveyance any coal, oil, gas, and other mineral rights (but not sand and gravel) owned by the Vendor in the above-described land, together with the right to prospect for and remove the same, but any rights reserved hereunder shall be exercised in such a manner as will not interfere with the construction, operation, and maintenance of the relocated U.S. Highway 189 or any works of the Central Utah Project.

DESCRIPTION CERTIFIED CORRECT

*William H. ...*  
Name  
Date 12/15/77

(Continuation Sheet of Article 3)

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

3c. In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Vendor hereby agrees to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from the Vendor's remaining property contiguous to Parcel No. JDR-Hy-189-61:24:A; EXCEPTING and reserving to the Vendor, successors, or assigns, the right of access to the nearest roadway of said highway over and across the northerly right-of-way line for two Sixteen (16) foot sections, which said sections center at points directly opposite Highway Engineer Station 508+00.00 and 514+62.00.

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notwithstanding earlier delivery of the deed as herein provided.

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

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

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

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

13. The terms of this contract will survive the conveyances provided for herein. IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Witnesses:

Jeanne Douglas

Address Salt Lake City Utah

Address \_\_\_\_\_

Address \_\_\_\_\_

THE UNITED STATES OF AMERICA

By John D. Bellinger  
Regional Supervisor of Water and Land,  
Bureau of Reclamation, Upper Colorado Region

Robert M. Wael President  
R.M.W. Vendor Investment Company

Vendor

Vendor

R.M.W. INVESTMENT COMPANY

"Appd. Sol. Off.

G. Kevin Jones

ACKNOWLEDGMENT OF VENDOR

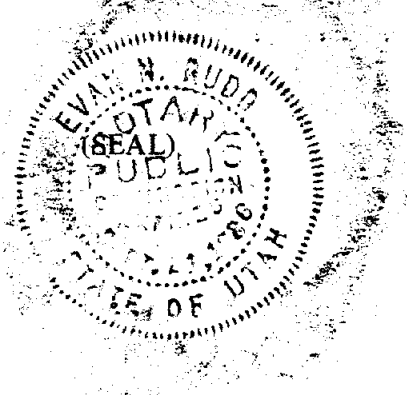
State of Utah

} ss.

County of Salt Lake

On this 1st day of February, 1988, personally appeared before me Robert M. Wall and Joanne Douglas, President and Secretary, respectively, of R.M.W. Investment Company, a Nevada Corporation, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



*Evan N. Rudd*

Notary Public in and for the  
State of Utah  
Residing at Murray  
My commission expires September 21, 1990

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