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Recorded at the request of R.I. McDonough Sept. 22, A.D. 1927. at 12: o'clock A.M
Viola Zumbrennen
County Recorder.

Entry No. 39619

908

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Denver Office
Symbol 112r-

SALT LAKE BASIN IRRIGATION PROJECT UTAH
LAND PURCHASE CONTRACT

This Contract, made this Eleventh day of May, 1927, 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, by E. O. Larson, Assistant Engineer Bureau of Reclamation, thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof, and W. M. Boyden and Annie Boyden, his wife, hereinafter styled Vendor, of Coalville, County of Summit, State of Utah

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 warranty deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is their property, situated in the County of Summit State of Utah, to wit:

A tract of land in the North Half of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) North, Range Five (5) East, Salt Lake Base and Meridian, containing 15.22 acres, more or less, and being more particularly described as follows: Beginning at the northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Seventeen (17), and running thence South 0°29' East Ten Hundred Fifty-six (1056.0) Feet along the east line of said Northwest Quarter (NW $\frac{1}{4}$), thence North 88°08' West Five Hundred Forty-eight and Nine-tenths (548.9) Feet, thence North 1°12' East Three Hundred Sixty-one and Two-tenths (361.2) Feet, thence North 21°18' West Seven Hundred Fifty-four and Three-tenths (754.3) Feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$), thence South 88°10' East Eight Hundred Six and Eight-tenths (806.8) Feet along the north line of said Northwest Quarter (NW $\frac{1}{4}$) to the point of beginning.

Together with all water rights thereunto belonging.

'Strike out clause regarding approval of supervisory officer if not applicable

2

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract; Provided, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

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, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of Six Hundred Seventy-five and no/100----- dollars (\$675.00), by U.S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the 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 the same by the United States.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of six(6) months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

8. It is further understood and agreed as a part of the consideration paid by the United States that the United States will lease to the Vendor for grazing and agricultural purposes for a period of twenty (20) Years from September 1, 1927, the above described premises subject to the conditions that at any and all times after the execution of this agreement and during the period of such lease the United States, its successors, assigns officers and agents shall have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines and other structures and appliances incident to said reclamation works, and remove, tear down, or clear off all buildings, improvements (except fences, which are to be left intact so far as possible), trees and brush therefrom, and flood said premises in connection with its use thereof as a reservoir site, all free of any claim for damage or compensation on the part of the Vendor, and subject to the further condition that the Vendor shall maintain at his own expense such fences as he may desire to keep on said premises.

10. The United States, further agrees to accept as full compliance with this agreement, notwithstanding anything contained herein to the contrary, title to said premises subject to certain outstanding, coal, mineral, oil and other rights, including the right to mine and remove the same retained by the Union Pacific Railroad Company when conveying said premises to the Vendor or his predecessors in interest and which rights are more particularly described in the deed of conveyance from said Union Pacific Railroad Company to W.M. Boyden, dated 29th day of March, 1906, and recorded on 17th day of November 1906, in Book 1 WDR Page 5 of the records of Summit County, Utah.

11. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary

appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

12. 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 Government 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 Government.

13. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

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

THE UNITED STATES OF AMERICA

By E.O. Larson
Esst Engr, Bureau of Reclamation.

W. M. Boyden
Vendor.

Annie Boyden
Vendor.

Witnesses

J. E. Carruth

P.O. Address Coalville, Utah

J. E. Carruth

P. O. Address Coalville, Utah

P.O. Address Coalville Utah.

Approved:

S. D. Hansen
Acting Chief Engineer (Date) Sept 16 1927

b. s. @ll

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
County of Summit)ss.

(a) I, J. E. Carruth, a Notary Public in and for said county, in the State aforesaid, do hereby certify that W.M. Boyden and Annie Boyden, his wife, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Annie Boyden separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 11th day of May, 1927
/Seal/ J. E. Carruth
Notary Public.

My commission expires Jan. 18, 1929.

Coalville, Utah

Recorded at the request of C.H. Spencer Sept 26, A.D. 1927. at 9: 0'clock A.M.
Viola Zumbrunnen
County Recorder.

Entry No. 39620

Denver Office
Symbol 12r-919

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SALT LAKE BASIN IRRIGATION PROJECT UTAH
LAND PURCHASE CONTRACT

THIS Contract, made this Ninth day of May, 1927, 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, by E. O. Larson, Assistant Engineer, Bureau of Reclamation, thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof, and Axel Blonquist and Emma Blonquist, his wife, hereinafter styled Vendor, of Coalville, County of Summit, State of Utah.

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 warranty deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is their community property, situated in the County of Summit State of Utah, to wit:-----

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Two (2) North, Range Five (5) East, Salt Lake Base and Meridian containing Thirty-nine and Thirteen /one-hundredths (39.13) acres more or less, and being more particularly described as follows: Beginning at a point on the midsection line, which is North 0°34' West Three Hundred Seventy-six (376) feet from the South quarter corner of said Section Eight (8), and running thence North 0°34' West Fourteen Hundred Eight and Five-tenths (1408.5) feet, along said midsection line, thence North 73°08' East Ten Hundred Eighty-two and Five-tenths (1082.5) feet to a point on the West boundary line of the Park City Branch of the Union Pacific Railroad right of way, thence South 21°31' East Six Hundred Eighty-three (683.0) feet along said West line, thence South 52°19' West Three Hundred Seventy-six and Three-tenths (376.3) feet, thence South 17°16' East Seven Hundred Fourteen and Five-tenths (1714.5) feet, thence South 34°05' East Forty-five and Five-tenths (45.5) feet, thence South 83°36' West Twelve Hundred Twenty (1220.0) feet to the point of the Beginning, together with all water rights thereunto belonging.

'Strike out clause regarding approval of supervisory officer if not applicable

2

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall without cost to the United States, promptly furnish