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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

7E 1/4-10-77-12

Contract No. 14-06-400-1721

Weber Basin Project
North Davis Laterals

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 6th day of June, 1961, 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 THORNLEY LAND AND LIVESTOCK COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of Utah,

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 Davis, State of Utah, to-wit:

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

Records of the
Date OCT 27 1961
By *Edward G. Hyman*

Emily T. Elledge
229

Weber Basin Water Improvement Act, P.L. 87-117
9-24

- Approved
- In Reply
- Entailed
- Compared

Tract No. 266P

A perpetual easement to construct, reconstruct, use, operate and maintain an underground pipeline or pipelines and appurtenant structures which latter may protrude above the ground surface, together with a road for operation and maintenance, on, over or across the following described property:

A tract of land in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Ten (10), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northwest corner of the Vendor's property, also being the North Quarter corner of said Section 10, and running thence East along the North line of the Vendor's property Thirty-five (35.0) feet; thence South 45°00' West Forty-nine and Five-tenths (49.5) feet to the West line of the Vendor's property; thence North 0°05' East Thirty-five (35.0) 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 Vendor is permitted to use the above-described property for a roadway, provided that the United States is not liable for maintaining any road constructed thereon.

3c. The United States, at its sole cost and expense, will construct a fence on the Southeast side of the above-described property, with materials of like kind and equal quality to existing fences on the Vendor's property.

...property, on the terms herein expressed, and on
...by article 3, the signing of the usual vouchers,
...of the United States, it shall cause to be
...the sum of One Hundred and no/100-----
...dollars (\$ 100.00) 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 easement herein agreed to be conveyed.~~ ~~notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until~~

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.

12. The following changes in the printed form were made prior to execution of this contract: (a) In the first line of article 3 following the word "deed" there was inserted "of easement with covenants of warranty"; (b) mimeographed continuation sheet of articles 3, 3a, 3b and 3c was added; (c) In article 3 the words "telephone and electrical transmission lines" were stricken from the third line, the last word of the fifth line was stricken, the words "subject to the easement herein agreed to be conveyed." were added and the balance of the printed article was stricken; and (d) typewritten article 12 was added.

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

THE UNITED STATES OF AMERICA

Witnesses:

ACTED BY E. A. Ryan
Regional Director, Bureau of Reclamation

Address _____ Vendor
W. J. Thornley
THORNLEY LAND AND LIVESTOCK COMPANY

Address _____ BY W. J. Thornley
President Vendor

Address _____ ATTEST: BY Walter K. Humphreys
Secretary Vendor

(SEAL)

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF DAVIS } ss

On the 6th day of June, 1961, personally appeared before me W. J. Thornley, who being duly sworn, did say that he is the President of Thornley Land and Livestock Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said W. J. Thornley acknowledged to me that said corporation executed the same.

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

(SEAL)

Donald L. ...
Notary Public in and for the
State of Utah
Residing at _____, Utah
My commission expires: _____

- Patred
- Ab:
- Colling
- Inds
- Ente
- Compared