

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
Assistant Engineer, Bureau of Reclamation.

Edmund Rees
Vendor.

Hannah Rees
Vendor.

P. O. Address Coalville Utah

Approved:

P W Dent
Acting Commissioner, Bureau of Reclamation J E G (Date) 9/29/27,

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
)ss.
COUNTY OF Summit)

(a) I, J. D. Hooper, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Edmund Rees and Hannah Rees his wife who are personally known to me to be the persons whose names 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 Hannah Rees 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 10 day of May, 1927

J. D. Hooper, Notary Public
Residing at Hooper Ut.

/Seal/

My commission expires Mar. 5, 1929.

Recorded at the request of C. H. Spencer Oct. 13 A.D. 1927 at 9: 0'clock A.M

Viola Zumbrunnen
County Recorder.

Entry No. 39693

Denver Office
SYMBOL 12r- 942

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

SALT LAKE BASIN IRRIGATION PROJECT UTAH

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 31st 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, and J. L. Boyden and Lenore Evans 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:

Assignment

1918 RECORDS OF TWP

RECORDED IN BOOK NO. 21

PAGE 97

A tract of land in the South Half of the Southeast Quarter of (S $\frac{1}{2}$ SE $\frac{1}{4}$) Section Eight (8), Township Two (2) North, Range Five (5) East, Salt Lake Base and Meridian, containing 14.75 acres, more or less, and being more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) and running thence North 0°34' West Three Hundred Seventy-six (376.0) Feet along the west line of said Southeast Quarter (SE $\frac{1}{4}$), thence North 83°36' East Twelve Hundred Twenty (1220.0) Feet, thence South 34°05' East One Hundred Four-one and Three-tenths (141.3) Feet, thence South 23°40' East Four Hundred Eighty-three and Nine-tenths (493.9) Feet to a point of the south line of said Section Eight (8), thence North 89°08' West Fourteen Hundred Eighty-two and Eight-tenths (1482.8) Feet along said south line to the point of beginning.

Also a tract of land in the North Half of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) North, Range Five (5) East, Salt Lake Base & Meridian, containing 16.68 acres, more or less, and being more particularly described as follows: Beginning at the northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17) and running thence South 89°08' East Fourteen Hundred Eighty-two and Eight-tenths (1482.8) Feet along the north line of said Section Eight (8), thence South 23° 40' East One Hundred Fifty-five and seven-tenths (155.7) feet, thence south 66°07' East One Hundred Fifteen and Eight-tenths (115.8), Feet, thence South 12°06' East One Hundred Eighty-eight and Four-tenths (188.4) Feet, thence South 86°15' West Sixteen Hundred Eighty-nine and One-tenths (1689.1) Feet to a point on the west line of said Northeast Quarter (NE $\frac{1}{4}$), thence North 0°28' West Five Hundred Thirty-two and Four-tenths (532.4) Feet along said west line to the point of beginning, together with all water rights thereunto belonging.

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 Three Thousand Five Hundred and no/100 ----- dollars (\$3,500.00), 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 fence, 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 expenses 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 herein contained to the contrary, title to said premises subject to any outstanding coal rights therein held by parties other than the Vendor.

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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, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109). where such contract or agreement is made for the general benefit of such incorporation

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

Assistant Engineer, Bureau of Reclamation.

9/27/27

W.M. Boyden Vendor.
 Annie Boyden
J. L. Boyden Vendor.
 Lenore Evans Boyden

Approved: P.O. Address Coalville, Utah.

R. F. Walter
 Chief Engineer (Date) SEP 30 1927 *y l y All*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
) ss.
 COUNTY OF Summit)

(a) I, J. E. Carruth, a Notary Public in and for said county, in the State aforesaid, do hereby certify that W. M. Boyden, Annie Boyden, J. L. Boyden and Lenore Evans Boyden who are personally known to me to be the persons whose names 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 and Lenore Evans Boyden separate and apart from their husbands, and explained to them the contents of the foregoing instrument, and upon that examination they declares that they 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 31 day of May 1927

J. E. Carruth

/seal/

My commission expires Jan. 18, 1929 Coalville, Utah.

Recorded at the request of C. H. Spencer Oct. 13, A.D. 1927 at 9: o'clock A.M.

Viola Zumbrennen
 County Recorder.

Entry No. 39694

Symbbl 11r-226

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION

SALT LAKE BASIN IRRIGATION PROJECT UTAH

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 14th day of June, 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 Utah Bond & Share Company, a corporation organized and existing under the laws of the State of Utah, hereinafter styled Vendor, of Salt Lake City, County of Salt Lake, 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 its corporate property, situated in the County of Summit State of Utah, to wit:

A tract of land in the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-five (25), Township Three (3) North, Range Four (4) East, Salt Lake Base and Meridian, containing fifteen and eighty/one-hundredths (15.80) acres, more or less, and being more particularly described as follows: (1) Beginning at a point which is Two Hundred Ninety-nine and Six-tenths (299.6) Feet south of the northeast corner of said Section Twenty-five (25) and running thence South Ten Hundred Thirty-two and Two-tenths (1032.2) Feet along the section line between Sections Twenty-five (25) and Thirty (30), thence west along the one-sixteenth line a distance of Six Hundred Sixty (660.0) Feet, thence North 14°45' West Seven Hundred Forty-nine and One-tenth (749.1) Feet, thence North 42°55' East One Hundred Fifty-six and Four-tenths (156.4) Feet, thence North 23°05' West Ninety-nine (99.0) Feet, thence North 27°15' East One Hundred Seventy-seven and Five-tenths (177.5) Feet, thence South 50°45' East One Hundred Twelve and Nine-tenths (112.9) Feet, thence North 87°40' East Sixty-six (66.0) Feet, thence North 67°40' East Two Hundred Seven and Two-tenths (207.2) Feet, thence North 82°35' East Two Hundred Fourteen and Five-tenths (214.5) Feet, thence South 74°35' East One Hundred Forty-eight and Five-tenths (148.5) Feet to the point of beginning, containing 18.20 acres, more or less, excepting from this description, however, a strip of land 50 feet wide on each side of the centerline of the Park City Branch of the Union Pacific Railroad as now constructed across said described property, containing 2.40 acres, more or less.

(2) The East Half of the Southeast Quarter of the Northeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section Twenty-five (25), containing Twenty (20) acres, more or less.

Also tracts of land in Section Thirty (30), Township Three (3) North, Range Five (5) East, Salt Lake Base and Meridian, and being more particularly described as follows: (1) The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Thirty (30), containing Forty (40.00) acres, more or less, excepting from this description, however, a strip of land Fifty (50) feet wide on each side of the centerline of the Park City Branch of the Union Pacific Railroad Company, as now constructed across said described property, containing 3.20 acres, more or less.

(2) The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), The North Half of the Southwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$), the North Half of the South East