

THE UNITED STATES OF AMERICA,

By T. R. Smith, Bureau of Reclamation
Acting Construction Engineer.

Jacob E. Rees, Vendor.

Neta Rees, Vendor.

Agusta Rees, Vendor. P.O. Address Coalville, Utah.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT,)

(a) I, P.H.Neeley, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Jacob E. Rees and Neta Rees, his wife, and Agusta Rees, a widow 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.

Given under my hand and official seal, this 3rd day of March, 1931.

(Seal)

My commission expires
Oct. 9, 1934.

P.H.Neeley, Notary Public, Residing at Coalville,
County of Summit, State of Utah.

Recorded at the request of U.S. Bureau of Reclamation May 21st, A.D. 1931 at 3:30 P.M.

Viola Zumbrunnen, County Recorder.

Entry No. 46326

Symbol No. 128r-85

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Salt Lake Basin IRRIGATION PROJECT

LAND PURCHASE

CONTRACT

THIS CONTRACT, made this 13th day of April, 1931, 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 T.R. Smith Acting Construction Engineer, Bureau of Reclamation, thereto, duly authorized 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 quit claim deed, convey to 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 situated in the Northeast Quarter of the Northwest Quarter of Section 17, Township 2 North, Range 5 East, S.L.B. & M., and being more particularly described as follows:

Beginning at a point which bears North 88°10' West Eight Hundred Six and Eight-tenths (806.8) Feet from the north quarter corner of said Section 17; running thence North 88°10' West Eleven (11.0) Feet; thence South 6°56' East Two Hundred Forty (240.0) Feet; thence South 18°50' East Five Hundred Two (502.0) Feet; thence South 28°16' East One Hundred Ninety and Six-tenths (190.6) Feet; thence North 1°12' East One Hundred Seventy-eight (178.0) Feet; thence North 21°18' West Seven Hundred Fifty-four and Three-tenths (754.3) Feet to the point of beginning, and containing 1.34 acres, more or less.

3a. The requirements of printed Article 4 next following in regard to the furnishing of an abstract of title by the Vendor are hereby expressly waived, and the United States hereby agrees to procure, at its own expense, such abstract of title as it may require. If the vendor has or can without expense, obtain an abstract of title covering said premises, such abstract of title will be loaned to the United States for use in connection with the proposed transfer.

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 on the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of Fifty and no/100 dollars (\$50.00), 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.

8. The Vendor may retain possession of said property until May 1, 1931 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until May 1, 1931; except that the proper officers and agents of the United States shall at all times 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, free of any claim for damage or compensation on the part of the Vendor.

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.

9a. 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 any outstanding coal, mineral, or oil rights, and to rights of way for roads, telephone lines, electric power lines, or ditches, now existing against, on, over or across said premises.

9b. The United States agrees, at its own expense, to build a substantial fivewire (barb) fence, with posts 16½ feet apart along the left or southeasterly side of said right of way, and a 32-inch woven wire fence, with two barb wires on top, and with posts 16½ feet apart, along the right or northwesterly side of said right of way.

9c. The United States agrees, at its own expense, to construct and install in said fence two gates at locations to be mutually agreed upon by the parties hereto.

10. 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.

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 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.

12. 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 T.R. Smith, Bureau of Reclamation
Acting Construction Engineer

W.M. Boyden, Vendor.

Annie Boyden, Vendor.
P.O. Address Coalville, Utah.

STATE OF UTAH)
)SS.
COUNTY OF SUMMIT,)

(a) I, E.C. Bullock, a Notary Public in and for said county, in the State aforesaid, do hereby certify that W.M. Boyden and Annie Boyden, his wife, whose names 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.

Given under my hand and official seal, this 13 day of April 1931

(Seal)

My commission expires
May 8, 1932.

E.C. Pullock, Notary Public
Residing at Coalville, Summit
County, Utah.

Recorded at the request of U.S. Bureau of Reclamation May 21st, A.D. 1931 at 3:30 o'clock P.M.

Viola Zumbrunnen, County Recorder.

Entry No. 46330

SURRENDER AND TERMINATION OF LEASE AND OPTION.

KNOW ALL MEN BY THESE PRESENTS:

That George H. Short, of Salt Lake City, Utah has elected to and hereby does terminate and surrender that certain lease and option dated August 22nd, 1930, from Margaret Barnicott of Portland, Oregon, and Harry L. Barnicott and Phoebe E Barnicott, his wife, of Salt Lake City, Utah, recorded on September 4th, 1930, in Book F of Mining Deeds at pages 564-565 in the office of the Recorder, Summit County, Utah and for and in consideration of the sum of \$10.00, the receipt whereby is hereby acknowledged does transfer to the said Margaret Barnicott, Harry L. Barnicott and Phoebe E. Barnicott, his wife all the right title and interest that was conveyed by said lease of August 22nd, 1930.

In Witness Whereof, said George H. Short has caused these presents to be executed by himself, this 30th day of April, 1931.

Witness-- G.W. Crane

George H. Short

State of Utah)
)ss
County of Salt Lake)

On this 30th day of April, 1931, personally appeared before me George H. Short, who signed the above and foregoing instrument and who duly acknowledged to me that he executed the same.

(Seal)

My commission expires
Oct. 4, 1931

F. G. Higginbotham
Notary Public. for Utah
Salt Lake City.

Recorded at the request of George H. Short May 23rd A.D. 1931 at 2; o'clock P.M.

Viola Zumbrunnen, County Recorder.

Entry No. 46333

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, PROBATE DIVISION,

IN AND FOR SUMMIT COUNTY, STATE OF UTAH.

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In the Matter of the Estate of :

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of :

DECREE OF DISTRIBUTION.

:

ALFRED LAWRENCE BLONQUIST

:

Deceased.

:

Aaron C. Taylor and Moral Seth Blonquist, the administrators of the Estate of Alfred Lawrence Blonquist, deceased, having on the 2nd day of May, 1931, filed herein their Petition for Final Distribution of said estate, and on the same day the Clerk of said Court having appointed the 15th day of May, 1931, for the hearing thereof, and due and legal notice of the time and place of said hearing having been given as required by law and by the Order of this Court; and said Petition being now presented to the Court, and no person appearing to contest or object to the same,