

Symbol and Number 153r-410

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

*Finance*

PROVO RIVER IRRIGATION PROJECT

LAND PURCHASE CONTRACT

This Contract, made this 15th day of August, 1951, 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, Regional Director, Bureau of Reclamation, thereunto, duly authorized, and METROPOLITAN WATER DISTRICT OF SALT LAKE CITY, a metropolitan water district organized and existing under and by virtue of 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 deed of easement with covenants of warranty, convey to the United States, free of lien or encumbrance, except as stated in Article 13 hereof, a perpetual easement to construct and reconstruct, operate and maintain an underground pipeline and appurtenant structures, which latter may be situated above ground surface, on, over or across the following described property situated in Salt Lake County, State of Utah:

A strip of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Two (2) South, Range One (1) East, Salt Lake Base and Meridian, One Hundred Fifty (150) feet wide and included between two lines extended to the property lines and everywhere distant Seventy-five (75) feet on the right or Northeasterly side and Seventy-five (75) feet on the left or Southwesterly side of that portion of the following described center line of what is known as the Salt Lake Aqueduct from Station 1838+51.2 to Station 1851+94 measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 1838+51.2, a point on the South line of the Vendor's property, from which point the Southeast (SE) corner of said Section 26 lies East Seventeen Hundred Ten and Five-tenths (1710.5) feet, more or less, and running thence North 6°37'30" West Thirteen Hundred Forty-two and Eight-tenths (1342.8) feet, more or less, to Station 1851+94 of said Aqueduct center line, a point on the North line of the Vendor's property, from which point the Southeast (SE) corner of said Section 26 lies South Thirteen Hundred Thirty-four (1334) feet, more or less, and East Eighteen Hundred Sixty-five and Four-tenths (1865.4) feet, more or less; containing 4.62 acres, more or less.

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 satisfactory policy of title insurance covering said property; Provided, That if the Vendor fails or refuses to furnish such policy of title insurance within sixty days after notice that this contract has been approved, such policy 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.

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 a satisfactory policy of title insurance, shall be added to the time limit of this contract.

6. The United States shall purchase said easement 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

Nine Hundred and No/100 dollars - - - - - dollars  
(\$900.00 ), by U. S. Treasury 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 subject to the easement herein agreed to be conveyed, 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 execution on behalf of the United States.

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 shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. 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 (a) coal or mineral rights reserved to or outstanding in

third parties as of the date of this contract and (b) 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.

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

THE UNITED STATES OF AMERICA,

By EO Larson  
Regional Director, Bureau of Reclamation

METROPOLITAN WATER DISTRICT OF  
SALT LAKE CITY

By George W. Snyder Vendor.

P. O. Address 143 So. Main St.  
SALT LAKE CITY

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS:

On the 15<sup>th</sup> day of Aug., 1951, personally appeared before me  
Geo. W. Snyder, who being duly sworn by me, did say  
that he is the Chairman of the Metropolitan Water  
District of Salt Lake City, a corporation, and that said instrument was  
signed in behalf of said corporation by authority of a resolution by its  
Board of Directors, and said George W. Snyder acknowledged  
to me that said corporation executed the same.

My Commission Expires:

Hampton C. Goble  
Notary Public, Residing at Salt Lake City  
County of Salt Lake, State of Utah

Aug. 25, 1951

Recorded at Request of Pravo River Project JAN 31 1952  
at 11:32 A.M. Fee paid \$ 4.90 750 Pravo val  
By George H. Munch Dep. Hazel Teggart Chase, Recorder Salt Lake County, Utah  
Book 907 Page 532 Ref. \_\_\_\_\_

