

the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notarial Seal Affixed

W. Richard Thompson  
Notary Public  
Residing at Morgan, Utah

My commission expires Aug. 2, 1960

*Amel*

Filed for record and recorded Nov. 23, A.D. 1956, at 3:00 o'clock P. M.

*Marylin W. Rogers*  
Deputy County Recorder

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No. 28505

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Contract No. 14-06-412-365

Weber Basin Project  
Gateway Canal and Tunnel

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 19th day of October, 1956, 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 the WEBER BASIN WATER CONSERVANCY DISTRICT, a public corporation 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 with covenants of warranty 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 Morgan, State of Utah, to-wit: (See attached continuation sheets of article 3 for description and articles 3a and 3b).

(Continuation sheet of article 3)

Tract No. 19

A strip of land in the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section One (1), Township Four (4) North, Range One (1) East, Salt Lake Base and Meridian, One Hundred Eighty (180.0) feet wide and included between two lines extended to the property lines and everywhere distant One Hundred (100.0) feet on the right or Easterly side and Eighty (80.0) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Gateway Canal from Station 234769.5 to Station 243770.6 measured at right angles or radially thereto; and Two Hundred Twenty (220.0) feet wide and included between two lines extended to the property lines and everywhere distant One Hundred Forty (140.0) feet on the right or Easterly side and Eighty (80.0) feet on the left or Westerly side of that portion of the said centerline from Station 243770.6 to Station 243794.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 234769.5, a point on the South line of the Vendor's property, from which point the East Quarter Corner of said Section 1 bears South 21° 11' East Seven Hundred Fourteen and Seven-tenths (714.7) feet, and running thence North 36° 17' West Twenty-nine and Two-tenths (29.2) feet; thence along a regular curve to the right with a radius of 200 feet for an arc distance of Eighty-four and Five-tenths (84.5) feet; thence North 12° 04' West Seven Hundred Eighty-seven and Four-tenths (787.4) feet; thence along a regular curve to the right with a radius of 600 feet for an arc distance of Twenty-three and Four-tenths (23.4) feet to Station 243794.0 of said Gateway Canal centerline, a point on the North line of the Vendor's property, from which point the Northeast corner of said Section 1 bears North 23° 40' East Eleven Hundred Seventy-seven and Seven-tenths (1177.7) feet, containing 4.2 acres, more or less;

together with all appurtenances thereto belonging or in anywise appertaining; subject to the right of Clara C. Whittier and Donald J. Whittier to operate and maintain any existing ditches or pipelines across the above described lands and to cross, in their livestock and farming operations, along with others, the bridge over said Gateway Canal at or near station 244782 and the 7'x7' box-type drain culvert at or near Station 236700, all as reserved in the Final Judgment of Condemnation in the matter of Weber Basin Water Conservancy District vs. Clara C. Whittier, Donald J. Whittier, John R. Gailey, Frank Bohman, et al., in the District Court of the Second Judicial District in and for Morgan County, State of Utah, dated June 12, 1956, recorded June 20, 1956, in Book Q, Page 541 of the records of Morgan County, such rights reserved to Clara C. Whittier and Donald J. Whittier therein being subject to the prior right

of the United States to construct, operate and maintain the Gateway Canal.

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 United States, at its sole cost and expense, will: (i) realign the fence along the Gateway Canal right-of-way adjacent to the land of Clara C. Whittier and Donald J. Whittier wherever necessary to eliminate right angled corners; and (ii) construct a ramp down to the upper end of the 7'x7' box-type drainage culvert at or near Canal Station 236/00.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by article 3, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Four Thousand Eight Hundred Seventy-seven and 01/100 dollars (\$4,877.01) 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 the date of this contract, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until the date of this contract.

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 pay-

able 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 "with covenants of warranty"; (b) Mimeographed continuation sheets of articles 3, 3a, and 3b were added; and (c) Typewritten article 12 was added.

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

Witnesses:

Address

LaRue Tolman

Address: 2616 W. 6000 So.  
Roy, Utah

Shirlie Jensen

Address: Ogden, Utah  
(SEAL)

Corporate Seal Affixed.

THE UNITED STATES OF AMERICA

By E. O. LARSON  
Regional Director, Bureau of Reclamation  
Vendor

WEBER BASIN WATER CONSERVANCY DISTRICT

By Harold E. Ellison  
President

By E. J. Fjeldsted  
Secretary

ACKNOWLEDGMENT

State of Utah )  
                  )ss.  
County of Weber )

On the 19th day of October, 1956, personally appeared before me Harold E. Ellison and E. J. Fjeldsted, who being by me duly sworn did say that they are the duly appointed, qualified and acting President and Secretary, respectively, in and for the Weber Basin Water Conservancy District, a public corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors of said Weber Basin Water Conservancy District, and the said Harold E. Ellison and E. J. Fjeldsted, acknowledged to me that they and the said corporation executed the same.

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

Notarial Seal Affixed.

Jimmy Kostoff  
Notary Public in and for the  
State of Utah  
Residing at Ogden, Utah  
My commission expires:  
April 26, 1959

Filed for record and recorded Nov. 27 A. D. 1956, at 11:40 o'clock A. M.

Marjorie M. Rogers  
Deputy County Recorder