

7-276 (4-79)
Bureau of Reclamation

**UNITED STATES
DEPARTMENT OF THE INTERIOR**

BUREAU OF RECLAMATION
RELOCATION OF U.S. HIGHWAY 189 Contract No. 8-07-40-L2230
BONNEVILLE UNIT
CENTRAL UTAH Project

24884-S

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 19th day of May, 1988, 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

ILE RUSSELL and ADDIE RUSSELL, or their successors in trust as Trustees of the Ile Russell Family Revocable Trust Agreement, dated May 12, 1981

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:

with covenants of warranty

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 Summit, State of Utah, to-wit:

(See attached continuation sheets of Article 3 for Land Descriptions and Articles 3a, 3b, 3c, 3d, 3e, 3f, 3g, and 3h and 3i.)

RED NOTE AB

SECURITY TITLE 292010

88 JUN 21 AM 11:53

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY: [Signature]

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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, and 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 SIXTY-FOUR THOUSAND and no/100 dollars (\$ 64,000.00 - - -) by United States Treasury warrant or fiscal officer's check.

5. The Vendor shall at his own cost procure and have recorded 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.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge 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 any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

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8. 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.

9. After execution of this contract by the United States, the proper officers and agents of the United States, its contractors, employees, agents, or assigns, shall at all times have unrestricted access to said property for any purpose, free of any claim for damage or compensation on the part of the Vendor, except as otherwise provided for in this contract. The Vendor retain possession of Parcels Nos. JDR-Hy-189-61:32, 61:32:A and 61:34:A (fee title parcels),

PARCEL NO. JDR-Hy-189-61:32 (Fee Title)

A parcel of land in fee for an access road incident to the construction of an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning in the East boundary line of said entire tract at a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project, which point is approximately Four Hundred Forty-nine and Six Hundred Twenty-five Thousandths (449.625) feet West (South 89°30'07" West highway bearing) and One Hundred Forty-five and Eighty-two Hundredths (145.82) feet North (North 0°22'21" East highway bearing) from the Southeast corner of said Section 18; thence North 89°51'00" West Four Hundred and Eight Hundredths (400.08) feet, more or less, to the West boundary line of said entire tract; thence North (North 0°22'21" East highway bearing) Eighty-one (81.0) feet, more or less, to a point Forty (40.0) feet perpendicularly distant northerly from the center line of said access road known as "T" Line for said project; thence South 89°51'00" East Four Hundred and Eight Hundredths (400.08) feet, more or less, to said East boundary line; thence South (South 0°22'21" West highway bearing) Eighty-one (81.0) feet, more or less, along said East boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

DESCRIPTION CERTIFIED CORRECT

By: [Signature]
Name
2/18/88
Date

Parcel No. JDR-Hy-189-61:32 contains a total of Seventy-four Hundredths (0.74) of an acre, more or less.

ALSO,

PARCEL NO. JDR-Hy-189-61:32:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at the Southeast corner of said entire tract, which point is Four Hundred Forty-nine and Six Hundred Twenty-five Thousandths (449.625) feet West (South 89°30'07" West highway bearing) from the Southeast corner of said Section 18; thence West (South 89°30'07" West highway bearing) Four Hundred and One Hundred twenty-five Thousandths (400.125) feet along the South line of said Section 18 to the West boundary fence line of said entire tract; thence North (North 0°22'21" East highway bearing) One Hundred Fifty and Thirty-four Hundredths (150.34) feet, more or less, along said West boundary line to a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project; thence South 89°51'00" East Four Hundred and Eight Hundredths (400.08) feet, more or less, to the East boundary line of said entire tract; thence South (South 0°22'21" West highway bearing) One Hundred Forty-five and Eighty-two Hundredths (145.82) feet, more or less, along

(Continuation Sheet)

said East bounday line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No. JDR-Hy-189-61:32:A contains a total of One and Thirty-six Hundredths (1.36) acres, more or less.

ALSO,

PARCEL NO. JDR-Hy-189-61:34:A (Fee Title)

A parcel of land in fee for an expressway known as Project No. NF-61, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at the Southeast corner of said Section 18; thence West (South 89°30'07" West highway bearing) Thirty-three (33.0) feet, along the South line of said Section 18 to the West boundary line of said entire tract; thence North (North 0°06'23" West highway bearing) One Hundred Forty-one and Eleven Hundredths (141.11) feet, more or less, along said West boundary line to a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project; thence South 89°51'00" East Twenty-seven and Seventeen Hundredths (27.17) feet, more or less, to a point opposite Engineer Station 568+00.00; thence South 84°08'22" East Five and Eighty-six Hundredths (5.86) feet, more or less, to the East line of said Section 18; thence South (South 0°06'23" East highway bearing) One Hundred Forty and Fifteen Hundredths (140.15) feet, more or less, along said East line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No. JDR-Hy-189-61:34:A contains a total of Eleven Hundredths (0.11) of an acre, more or less, of which Four Hundredths (0.04) of an acre, more or less, is now occupied by the existing highway. Balance Seven Hundredths (0.07) of an acre, more or less.

Parcel Nos. JDR-Hy-189-61:32, 61:32:A, and 61:34:A contain a total of Two and Seventeen Hundredths (2.17) acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including improvements, but excepting and reserving to the Grantor, all water and water rights.

3a. Excepting and reserving from said conveyance any coal, oil, gas, and other mineral rights (but not sand and gravel) owned by the Grantor in the above-described land, together with the right to prospect for and remove the same, but any rights reserved hereunder shall be exercised in such a manner as will not interfere with the construction, operation, and maintenance of the relocated U.S. Highway 189 or any works of the Central Utah Project.

3b. In order to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby agrees to release and relinquish to the United States, or its assigns, any and all rights of ingress to or egress from the Grantor's remaining property contiguous to Parcels Nos. JDR-Hy-189-61:32A and 61:34:A. As to Parcel No. JDR-Hy-189-61:34:A, EXCEPTING and reserving to the Grantor, successors or assigns, the right of access to the nearest roadway of said highway over and across the northerly right-of-way line for one 16-foot section, which said section centers at a point directly opposite Highway Engineer Station 567+92.

AND, ALSO,

A perpetual easement upon part of an entire tract of property for the purpose of constructing and maintaining thereon an irrigation facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:32:EP

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning in the West boundary line of said entire tract at a point One Hundred Eighty-one (181.0) feet perpendicularly distant northerly from the center line of said project, which point is approximately Eight Hundred Forty-nine and Seventy-six Hundredths (849.76) feet West (South 89°30'07" West highway bearing) and Two Hundred Thirty-one and Thirty-four Hundredths (231.34) feet North (North 0°22'21" West highway bearing) from the Southeast corner of said Section 18; thence South 89°51'00" East Four Hundred and Eight Hundredths (400.08) feet, more or less, to the East boundary line of said entire tract.

Parcel No. JDR-Hy-189-61:32:EP contains a total of Fourteen Hundredths (0.14) of an acre, more or less.

ALSO,

A perpetual easement upon part of an entire tract of property for the purpose of constructing and maintaining thereon an irrigation facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:34:EP

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

(Continuation Sheet of Article 3 - continued)

Said part of an entire tract is a strip of land Fifteen (15.0) feet wide adjoining northerly the following described portion of the northerly limited-access line of said project:

Beginning the the West boundary line of said entire tract at a point One Hundred (100.0) feet perpendicularly distant northerly from the center line of said project, which point is Thirty-three (33.0) feet West (South $89^{\circ}30'07''$ West highway bearing) and approximately One Hundred Forty-One and Eleven Hundredths (141.11) feet North (North $0^{\circ}06'23''$ West highway bearing) from the Southeast corner of said Section 18; thence South $89^{\circ}51'00''$ East Twenty-seven and Seventeen Hundredths (27.17) feet, more or less to a point opposite Engineer Station 568+00.00; thence South $84^{\circ}08'22''$ East Five and Eighty-six Hundredths (5.86) feet, more or less, to the East line of said Section 18.

Parcel No. JDR-Hy-189-61:34:EP contains a total of One Hundredth (0.01) of an acre, more or less.

ALSO,

A temporary construction easement to facilitate the construction of said irrigation facility and appurtenant parts thereof incident to the construction of an expressway known as Project No. NF-61, said part of an entire tract being described as follows:

PARCEL NO. JDR-Hy-189-61:32:ET

A parcel of land in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

A strip of land Fifteen (15.0) feet wide and adjoining northerly the northerly side line of the above described Parcel No. JDR-Hy-189-61:32:EP.

Parcel No. JDR-Hy-189-61:32:ET contains a total of Fourteen Hundredths (0.14) of an acre, more or less.

ALSO,

A temporary construction easement upon the following-described land to facilitate the construction of the aforesaid irrigation facility and appurtenant parts thereof:

PARCEL NO. JDR-Hy-189-61:34:ET

A parcel of land in the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Eighteen (18), Township Two (2) South, Range Six (6) East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

A strip of land Fifteen (15.0) feet wide and adjoining northerly the northerly side line of the above described Parcel No. JDR-Hy-189-61:34:EP.

Parcel No. JDR-Hy-189-61:34:ET contains a total of One Hundredth (0.01) of an acre, more or less.

Parcels Nos. JDR-Hy-189-61:32:EP, 61:34:EP, 61:32:ET, and 61:34:ET contain a total of Thirty Hundredths (0.30) of an acre, more or less.

(Note: All highway bearings in the above descriptions are based on the Utah State Plane Coordinate System.)

3c. 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, oil, gas, and other 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.

3d. The United States or its assigns, within the easement area herein described, will: (i) replace or repair with materials of like kind and equal quality any fences, ditches, pipelines, driveways, or roadways, including appurtenances thereto, existing at the time of execution of this contract by the Vendor, that are damaged or destroyed by construction of the relocated U.S. Highway 189 and appurtenant parts thereof; and (ii) the United States or its assigns will restore the easement area as near as practicable to its original condition after construction of said U.S. Highway 189 and appurtenant parts thereof is completed, but not in any way that will interfere with the purpose of said easement.

3e. The United States or its assigns also agrees that if damage occurs to agricultural crops or livestock within the easement area as a result of construction of the relocated U.S. Highway 189 and appurtenant parts thereof, payment will be made by the United States or its assigns to the owner thereof on the basis of an appraisal approved by the United States or its assigns.

3f. After said irrigation facility is constructed on the above-described parts of an entire tract at the expense of the United States or its assigns, the United States or its assigns is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said irrigation facility and appurtenant parts thereof.

3g. The temporary easements described herein shall expire upon completion of construction of the relocated U.S. Highway 189 and appurtenant parts thereof.

3h. This contract is freely assignable and transferable and shall constitute a covenant running with the land, binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the Vendor, for the benefit of the United States, its contractors, employees, agents, and assigns.

3i. The Vendor reserves the right to salvage and remove, at the Vendor's own expense, certain improvements located on the above-described land, for which the sum of \$500 has been deducted from the negotiated amount of \$64,500, said sum being the estimated salvage value of the improvements retained by the Vendor.

Said improvements must be removed from the site by June 27, 1988. If not removed by said date, said improvements become the property of the United States. The Vendor releases the United States (1) from any damage or claim of damage to said improvements; and (2) from any expense of relocating said improvements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, approved January 2, 1971 (84 Stat. 1894).

until June 27, 1988, notwithstanding earlier delivery of the deed as herein provided. The Vendor may retain possession of Parcels Nos. JDR-Hy-189-61:32:EP, 61:34:EP, 61:32:ET, and 61:34:ET, subject to the easements herein agreed to be conveyed.

~~9. Notwithstanding earlier delivery of the deed as herein provided, vendor may retain possession of said property until the ninetieth day following the date of this contract or until the ninetieth day following the date the Vendor has received written notice to vacate whichever is earlier; provided, however, that in any event Vendor may retain possession of said property until payment to Vendor of the consideration. Vendor may harvest and retain the crops thereon until provided, further, that after execution of this contract the United States may enter upon said property for the purpose of surveying for the construction of works of the United States. For the purposes of this Article 9, payment of consideration to the Vendor shall be deemed to have been made upon the mailing of the warrant or fiscal officer's check to vendor at his last known address.~~

10. 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.

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 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.

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 therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. The terms of this contract will survive the conveyances provided for herein.

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

Witnesses:

THE UNITED STATES OF AMERICA
By Wayne E. Cook
Regional Supervisor of Water and Land

Address _____

x Ile Russell
Vendor

Address _____

x Addie Russell
Vendor

Address _____

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Vendor

ILE RUSSELL and ADDIE RUSSELL, or their successors in trust as Trustees of the Ile Russell Family Revocable Trust Agreement, dated May 12, 1981

"Appd. Soc. Off."
[Signature]

