

Gateway Canal, Weber Basin Project

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 21st day of February, 1961 in pursuante of the Act of June 17, 1902, (32 Stat. 338), 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 JOHN R. GAILLEY ESTATE, also known as ESTATE OF JOHN R. GAILLEY, DECEASED, acting by and through its Executor, ALAN B. BLOOD; HERBERT J. BARNES, also known as H. J. Barnes; and JOHN W. ROBINS, also known as JOHN W. ROBINS, SR., 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 of easement 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 sheet for description and Article 3a

(Continuation sheet of Article 3)

A perpetual easement to construct, operate and maintain any and all kinds of structures and facilities necessary or needed for the protection and support of Gateway Canal, including the removal of materials from or placement of materials on, together with the right of ingress or egress on, over and across the following described lands;

Tract No. 77P

A tract of land in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Five (5) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northerly line of the Vendor's property, also being a point on the Southerly line of the Gateway Canal right-of-way, from which point the Northeast corner of said Section 35, bears North 66° 45' East Fifteen Hundred Sixty-two and Seven-tenths (1562.7) feet, and running thence North 89° 36' West Six Hundred Twenty-one and Nine-tenths (621.9) feet; thence North 81° 56' West One Hundred Twelve and Three-tenths (112.3) feet to a point on the Southerly right-of-way line of Gateway Canal; thence following said right-of-way along a regular curve to the left with a radius of 480 feet for an arc distance of 220.9 feet, the tangent at beginning of curve bears South 81° 56' East; thence along two courses of the Southerly right-of-way line of said Gateway Canal North 71° 42' East Two Hundred Eighty-four and Nine-Tenths (284.9) feet; thence South 62° 10' East Two Hundred Seventy-six and Five - Tenths (276.5) feet to the point of beginning, containing 0.93 of an acre, more or less.

Tract No. 78P

A tract of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-Six (26), and in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Five (5) North, Range One (1) East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on a Southerly line of the Vendor's property, also being a point on the Northerly right of way line of the Gateway Canal, from which point the Northeast corner of said Section 35, bears North 85° 38' East Fourteen Hundred Fifty-six and Four-tenths (1456.4) feet, and running thence along a regular curve to the left following said Northerly right-of-way line for an arc distance of 298.0 feet, the tangent at the beginning of the curve bears North 62° 10' West; thence following Two more courses of said Northerly right-of-way line South 18° 18' East Twenty (20.0) feet; thence South 71° 42' West Three Hundred Fifty-three and One-tenth (353.1) feet; thence North Five Hundred Eighty-five (585.0) feet; thence South 70° 38' East Seven Hundred Seventy-eight and Seven-tenths (778.7) feet; thence South 27° 50' West Two Hundred Fifty (250.0) feet to the point of beginning, containing 6.5 acres, more or less.

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, (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines, on, over or across said lands in existense on such date.

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 official of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Ninteen Hundred and Fifty Dollars (\$1950.00) 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 unenumbered 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. 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. 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 subject to the easements herein agreed to be conveyed.

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 payable by contractors upon contracts or sales secured or made through bonafide 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.

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

Appd. Sol. Off.

T. O. Parker

THE UNITED STATES OF AMERICA

By F. M. Clinton
Regional Director, Bureau of Reclamation

John R. Gailey Estate
Alan B. Blood, Executor - Vendor

Herbert J. Barnes
Vendor

John W. Robins
Vendor

Witnesses:

Address _____

ACKNOWLEDGMENT OF VENDOR

State of Utah)
: ss.
County of Salt Lake)

On this 21st day of February, 1961, personally appeared before me ALAN B. BLOOD, HERBERT J. BARNES, and JOHN W. ROBINS, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the used and purposes therein mentioned.

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

SEAL

My Commission Expires: Oct. 17, 1961

Thomas Kornelis
Notary Public in and for the
State of Utah
Residing at Salt Lake City

Filed for record and recorded this 25th day of May A. D. 1961 at 11:15 o'clock a.m.

Sarah G. Scott
Deputy County Recorder

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No. 30984

AFFIDAVIT

- - - I, Flaurie E. White, a licensed Abstractor for the State of Utah, first being duly sworn, deposes and says:

That the Grantee, Ida D. Florence on page 31 and 33, and Ida D. Porter, as Grantor on Page 39, and Ida D. Florence Porter, as shown on Abstract Certificate dated September 25, 1957, all on Abstract #0-4393-Mo-B, are one and the same person.

Flaurie E. White

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

On the 21st day of April, A. D. 1961, personally appeared before me, a Notary Public, Flaurie E. White, who duly acknowledged to me that she is the signer of the within instrument, and that she executed the same.

Hazel N. Kidman
Notary Public

SEAL

My Commission Expires September 1, 1962

Residing in Salt Lake City, Utah

Filed for record and recorded this 7th day of June A. D. 1961 at 11:15 o'clock a.m.

Sarah G. Scott
Deputy County Recorder

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No. 31038

PETITION TO
WEBER BASIN WATER CONSERVANCY DISTRICT FOR ALLOTMENT OF WATER FOR USE
BY INDIVIDUALS

GLEN W. BUTTERS and MAE C. BUTTERS herein styled Petitioner, elects to purchase and hereby applies to the Weber Basin Water Conservancy District, herein styled the District, for the allotment of the beneficial use of 17 acre-foot of Weber Basin Project water annually for the irrigation of 17.85 acres of land situated in Morgan County, Utah, and described as follows:

DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE	ACRES	ACRE-FEET
SW $\frac{1}{4}$ of Sec 1 & in the SE $\frac{1}{4}$ of Sec. 2, T3N., R2E, of the SLB&M. True Bearing. Beg. at a pt. 2680.0 ft. S. & 1865.0 ft W from the N $\frac{1}{4}$ Sec cor. stone of Sec 1 & run. th S 4° 40' E 464.0 ft. along the W'ly side of Field Road; th. S. 89° W. 1546.0 ft. to the center of E. Canyon Creek; th. down creek as realigned in Dec. 1939, N. 31° 25' W. 540.0 ft; th. N. 89° 05' E. 1790.0 ft. to pt. of beg. Cont. 17.85 Acres.					WELCH DITCH

(Ind. Pet. - Morgan)

The Petitioner agrees:

(1) To purchase and pay for the right to use such water, whether or not petitioner actually takes and uses the same, at the price to be fixed annually by the Board of Directors of the District, which shall include the following items:

(a) An amount not to exceed \$1.40 annually per acre-foot for all water allotted, to apply on the District's obligations under the repayment contract between the United States and the District, dated December 12, 1952,

No. 14-06-400-33.

(b) A fair proportionate amount of the operation and maintenance charges, and

(c) Other charges made pursuant to the said repayment contract between the United States and the District.

The amount so fixed shall be a tax lien upon the above - described lands and shall be paid in accordance with the provisions of the water conservancy act of Utah. Nothing contained in this paragraph shall be construed