

AGREEMENT TO SELL AND OPTION TO PURCHASE.

THIS AGREEMENT, made and entered into this the 6th day of October A.D. 1908, by and between Abram Hatch and Ruth Hatch his wife, first parties, of Heber City, Utah, and A.C. Hatch, of Heber City, Utah, second party, WITNESSETH:- That the said first parties for and in consideration of the sum of One Dollar to them in hand paid by the said second party, the receipt whereof is hereby acknowledged, and the further consideration of the covenants and agreements of the said second party hereinafter set forth, hereby covenant and agree, to and do hereby sell, and grant to the said second party his heirs and assigns the right and option to purchase of and from the said first parties, and said first parties hereby agree to convey by good and lawful deed of conveyance ^{to said second party,} his heirs and assigns, all of the right, title, interest, property, claim and demand of the said first parties and each of them, of, in and to the waters of Preve River, acquired by virtue of the Application of the said Abram Hatch, being application number 1584 to appropriate water from the said Preve River for power purposes, said application being approved by the State Engineer of the State of Utah on the 18th day of March, 1908, and recorded in the office of said State Engineer in Book P-2 of Applications, at pages 166 to 168 inclusive; and also all of the right to the waters of said Preve River acquired by the said Abram Hatch by virtue of an Appropriation and notice thereof posted and recorded by the said Abram Hatch as appropriator, dated March 28th A.D. 1899 and recorded as Entry No. 3846, on the 30th day of March, 1899, in Book "I" of Miscellaneous records, of the records of the County Recorder's office of said Wasatch County, Utah, at page 292; And also all of the right, title, interest, claim and demand of the said first parties, of in and to the right reserved by them in a deed executed by them and others to The Timpanogas Irrigation Company, to enlarge the canal of the said Irrigation Company, and to convey water therein and use the same for power purposes, and also a right of way through the lands of the said first party Abram Hatch, necessary for the enlargement of the said canal so as to carry in addition to the waters appropriated by the

said Irrigation Company, One Hundred and Fifty (150) second feet of water to be used by the said second party his heirs and assigns for power purposes, and also a right of way for a flume or pipe line from the said Timpanogas Canal to connect with a power and light plant to be located about 1200 feet North 40 degrees West from the South-east corner of the South-west quarter of Section seven, in Township three South of Range five East of Salt Lake Meridian, and a tract of land at said point last mentioned of an area of five acres to be selected by the said second party for the purpose of establishing an electric light and power plant thereon, together with a right of way for a canal to carry and convey the water used for the said proposed light and power plant across the lands of the said granters first parties, to intersect the Wasatch Canal, and also to carry and convey water to be returned to the Provo River for the use of these entitled thereto; said right of way to be such as is necessary for said purposes but not in any event to exceed in width two rods, and to extend from the said proposed plant to the Provo River. Such sale to be made and conveyances to be executed and delivered by the said first parties to the said second party his heirs and assigns upon demand and the payment to said first parties by the said second party his heirs or assigns of the sum of \$1500.00 (Fifteen Hundred Dollars) with interest thereon from the date hereof until paid at the rate of eight per cent per annum. Provided that the said sale and option to purchase must be made and exercised, if at all, on or before six months from and after the date hereof, viz: on or before the 6th day of April A.D. 1909.

The said second party for and in consideration of the covenants and agreements of the first parties hereinabove set forth, hereby covenants and agrees to and with the said first parties as follows, to-wit:- That he will exercise his right and option to purchase the rights and property in the agreement of the first parties hereinabove mentioned, if at all, on or before the 6th day of April A.D. 1909, and that he will exercise the said option by the payment to the said first parties their heirs or assigns the sum of \$1500.00 with inter-



est thereon from the date hereof until paid at the rate of eight per cent per annum, as and for the purchase price thereof; that he will protect the approved application of the said Abram Hatch No. 1584, as in the agreement of the first parties mentioned, from becoming forfeited, by doing and causing to be done the work and labor, and expending of moneys in the construction of the power and light plant and the right of way to convey water thereto, as shall be necessary under the laws of the State of Utah to hold and protect the rights of the appropriator under said appropriation and application, until such time as the option hereinabove granted by said first parties shall have expired by limitation, and shall be exercised hereunder, or shall be abandoned by notice in writing served upon the said first parties of his intention to abandon the right to purchase granted by them; and that in case the said option to purchase shall not be exercised ^{on} or before the 6th day of April, A.D. 1909, or if the same shall be abandoned by said second party as hereinabove stated prior to said 6th day of April A.D. 1909, all work done by the said second party in the construction of the said power and light plant, and in the enlargement of the said Timpanogas Canal, and the right of way therein shall be forfeited to and the benefits thereof and derived therefrom shall go to the said Abram Hatch of the first parties.

WITNESS the hands of the parties hereto this the day and year in this agreement first above written.

Signed in Duplicate in the presence of:-

Wm. S. Willes

Abram Hatch
Ruth Hatch
 First Parties.
Ab. Hatch
 Second Party.

On this the 6th day of October, A.D. 1908, personally appeared before me Abram Hatch and Ruth Hatch husband and wife, and A.C. Hatch, the signers of the above instrument, who each duly acknowledged to me that they executed the same.
 My Commission expires June 5th, A.D. 1910.

Wm. S. Willes
 Notary Public.