

326

4. 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. Abstracts of or certificates of title and title insurance thereon will be procured by United States at its expense.

5. The United States shall purchase said property on the terms herein expressed, and on 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 of the said property, for the construction, operation and maintenance of reclamation works and related works and structures thereon, and for operations thereon necessary or incidental to the Klamath River Project, under said acts, the sum of

Two Hundred and Eighty-five dollars
(\$ 285.00) by United States Treasury warrant or fiscal Officer's check.

6. 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 against this contract, nor as an assumption of the same by the United States.

7. After approval of this contract by the United States, as provided in Article 9, 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.

8. It is understood and agreed that 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 compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

327

9. 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 successors and assigns 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 hereunder after each 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 fee. 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 agreement, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

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

THE UNITED STATES OF AMERICA.

By *H. R. Best*
District Manager.

Steve Graham
P. O. Address *Route 2 Box 683* *Sam Dixon* Vendor.

Florence B. Dixon
P. O. Address *Route 2 Box 683* *Florence B. Dixon* Vendor.

Irving C. Dixon
P. O. Address *Route 2 Box 683* *Irving C. Dixon* Vendor.

Arlene Dixon
P. O. Address *Route 2 Box 683* *Arlene Dixon* Vendor.