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Contract No. 14-06-201-2320

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Klamath Project

Contract for Sale and Purchase of
Withdrawn Vacant Public Land
Klamath Project, Oregon

THIS CONTRACT entered into this 7th day of
October, 19 71, in pursuance of the Act of June 17,
1902 (32 Stat. 368), Acts amendatory thereof and supplementary
thereto, particularly the Act of March 31, 1950 (64 Stat. 39),
between the UNITED STATES OF AMERICA, herein called the "United
States" and Donald B. Lyons and Bertha Q. Lyons
his wife, herein called "Purchasers."

WITNESSETH: That the United States acting by and through
the Bureau of Reclamation, Department of the Interior, in consider-
ation of the covenants and agreements on the part of the Purchasers
hereinafter contained, agrees to sell and convey unto the Purchasers,
without warranty of title, and the Purchasers agree to buy all that
real property situated in the County of Klamath, State of
Oregon, and particularly described as follows:

All that real property described in EXHIBIT "A", bearing identification
marks "Advertised Sale Parcels, Area E, Tracts 3B and 3C, Rev. 7-26-71,"
attached hereto and made a part hereof.

WARRANTY DE
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A. For the sum of \$10,383.00 dollars; and the Purchasers in consideration of the premises agree to pay to the United States the said sum at the time and in the manner following to wit:

- * 1. \$2,362.00 paid by check accompanying Mr. & Mrs. Donald B. Lyon's offer to purchase.
- 2. \$2,005.25 or more, on or before October 7, 1972
- 3. \$2,005.25 or more, on or before October 7, 1973
- 4. \$2,005.25 or more, on or before October 7, 1974
- 5. \$2,005.25 or more, on or before October 7, 1975

With interest at 6 percent on remaining unpaid balance.

B. Reserving to the United States, the following:

- 1. A right-of-way thereon for ditches and canals constructed by the Authority of the United States, Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945;
- 2. All the oil and gas in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914, 38 Stat. 509 as supplemented; 30 U.S.C. 121-124;
- 3. Reservoirs, canals, laterals, ditches, flumes, siphons, and pipelines, and such reservations as may be required to protect the interest of the United States and the Klamath Irrigation District.

C. Subject to:

- 1. Existing rights in use or of record in favor of the public and third parties for highways, roads, railroads, telephone, telegraph and electrical transmission lines.
- 2. Right-of-way for a county road within the southerly 30 feet of the above-described Area "E", Tract 3B.

* Time payments applies to Tract 3-B only; Tract 3-C was paid in full at the time of purchase.

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D. PURCHASERS WARRANT THAT:

1. They are resident farmers or entrymen on the Klamath Project and are actually residing on their farm on the Klamath Project.
2. They are citizens of the United States.
3. Their present land holding on the Klamath Project consists of land described as follows:

T. 41 S., R. 11 E., W.B.M.
Sec. 6, SE 1/4 SE 1/4 (Improvements only - along the Great Northern Railroad right-of-way.)

T. 39 S., R. 9 E., W.B.M.
Sec. 2, Lots 92 and 93 (Yalta Gardens, Klamath Falls, Oregon).

Containing 4 irrigable acres.

4. The land being purchased under this contract together with any land previously purchased under the authority of the Act of March 31, 1950 (64 Stat. 39), does not exceed 160 gross acres and further that the purchaser's total ownership on the Klamath Project, including the land being purchased under this contract does not exceed 160 irrigable acres.

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E. IT IS FURTHER AGREED THAT:

1. Purchasers will enter into supplementary agreement with the United States for the use of water on the irrigable lands at established construction charges per irrigable acre.
2. Water will be made available, at the purchasers own initiative and at their sole cost and expense, for the irrigable portion of subject lands through existing facilities operated and maintained by Klamath Irrigation District subject to payment of such applicable operation, maintenance, and construction charges as the United States and Klamath Irrigation District may prescribe. Water may be furnished for temporary irrigation of non-irrigable lands as are agreed upon annually subject to payment of applicable operation and maintenance charges.
3. In the event of misrepresentation, herein, by the Purchasers or of a failure to comply with the terms hereof by the Purchasers, the United States will be released from all obligation in law or equity to convey said property to the Purchasers and Purchasers shall forfeit all right thereto. Moneys theretofore paid by the Purchaser may be returned to the Purchaser after first deducting therefrom the

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reasonable rental value of the land and such additional amount as may be determined by the United States to cover its administrative costs incurred hereunder.

4. The United States, upon compliance with the terms of this contract by the Purchaser and following receipt of payment at the times and in the manner stated above, shall execute and deliver a patent conveying said purchased property to the Purchasers reserving therefrom to the United States all mineral and other rights required by law to be made.
5. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Purchasers and the successors or assigns of the United States.
6. This contract may be assigned only with the prior consent of the United States in writing and only to persons legally qualified to be purchasers under Part 402, Title 43, Code of Federal Regulations.
7. Purchasers warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide

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employees or bona fide established commercial agencies maintained by the Purchasers for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Purchasers to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. 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 to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA

By *C. H. Lawrence*
Bureau of Reclamation
Region 2

PURCHASER

Charles B. Lyons
Name

Bertha Q. Lyons
Name of Spouse

1724 Homedale Rd
Address

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9/10/77

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EXHIBIT "A"
ADVERTISED SALE PARCELS
AREA "E" TRACTS 3B AND 3C
Revised 7-26-71

Two parcels of land in the South Half (S $\frac{1}{2}$) of Section Twenty (20), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Base and Meridian, County of Klamath, State of Oregon, having a combined area of 86.25 acres, more or less, being separately described as follows:

PARCEL ONE (TRACT 3B):

The southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) being Lot 18 and a portion of Lot 5 of said Section 20, and the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 20, having an area of 80 acres, more or less.

PARCEL TWO (TRACT 3C):

The northwest quarter of the northwest quarter of the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the west half of the southwest quarter of the northwest quarter of the northwest quarter of the southeast quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the west half of the west half of the southwest quarter of the northwest quarter of the southeast quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) all of said Section 20.

Said parcel having an area of 6.25 acres, more or less.

RESERVING an easement to the United States or its assigns for construction, reconstruction, operation, and maintenance for irrigation and drainage purposes together with any appurtenant uses, and excluding any occupancy or use by the purchaser, their heirs and assigns, except that which may be expressly authorized by the United States or its assigns on those portions of the hereinbefore described Parcels 1 and 2 that are more particularly described as follows:

(1) All that portion of hereinabove described Parcel One lying within the easterly 80 feet of said southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), said Parcel One.

(2) All that portion lying within the westerly 30 feet of the hereinabove described Parcel Two.

Submitted as to Engineer
8/11/71
[Signature]

Return to
Don Lyons
1724 Homedale Rd., City

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This Ind

DR
TRA
CHE

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N

NE Cor. SW $\frac{1}{4}$ SE $\frac{1}{4}$

NW Cor. SE $\frac{1}{4}$ SW $\frac{1}{4}$

1/16 Cor

No. 1 Drain

TRACT 3 B

SE $\frac{1}{4}$ SW $\frac{1}{4}$

SW $\frac{1}{4}$ SE $\frac{1}{4}$

LOT 18

Portion of
LOT 5

LOT LINE

SW Cor. SE $\frac{1}{4}$ SW $\frac{1}{4}$

County Road R/W

30'

20

29

30'

60'

20'

Miller Island Road

KLAMATH

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TRACT 3 B

SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

LOT 18

LOT LINE

R/W

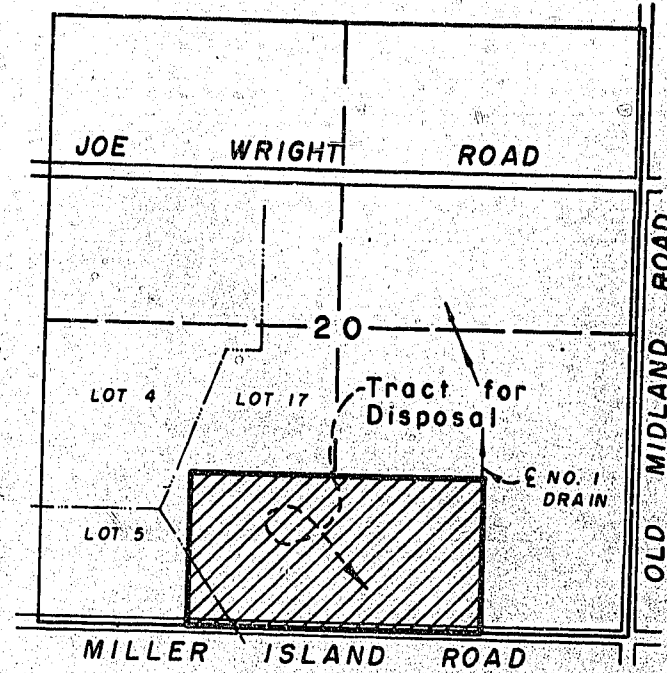
20

29

Miller Island Road

NE Cor. SW $\frac{1}{4}$ SE $\frac{1}{4}$

E No. 1 Drain



SECTION 20
T 39 S, R 9 E, WB. & M.
KLAMATH COUNTY

KEY MAP

R/W Reserved by U.S. Govt.

Tract 3B Acreage

80.0 Acres, more or
less, including 1.76 acres
in County Road R/W

SE Cor. SW $\frac{1}{4}$ SE $\frac{1}{4}$

SCALE: 1" = 200'

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

KLAMATH PROJECT OREGON-CALIFORNIA

LAND FOR DISPOSAL
AREA 'E' TRACT 3B

DRAWN: 83

SUBMITTED:

TRADED:

RECOMMENDED:

WARRANTY DEED TO
This Indenture
and wife,
have bargained
Joseph Lester, et

NW Cor. SE

NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ S

TRACT 3C

Lateral

W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW Cor. NW $\frac{1}{4}$ SE $\frac{1}{4}$

Sec. 20

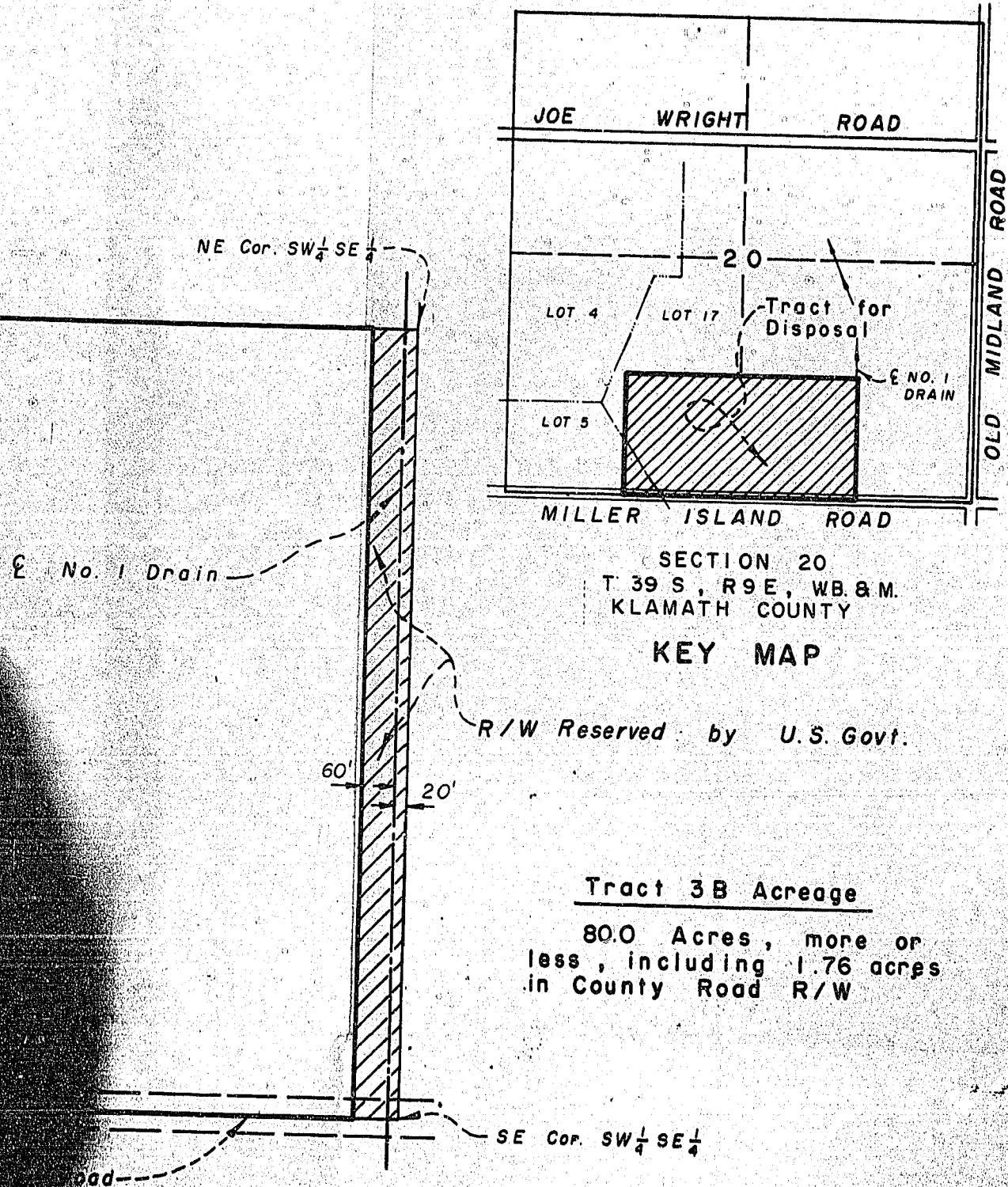
A. D. 1971

at 12

Place

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Tract 3B Acreage

80.0 Acres, more or
less, including 1.76 acres
in County Road R/W

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

KLAMATH PROJECT OREGON - CALIFORNIA

LAND FOR DISPOSAL
AREA 'E' TRACT 3B

DRAWN... SUBMITTED...

TRACED... RECOMMENDED...

CHECKED... APPROVED...

CHANGED NOTES 6 AREA

WARRANTY DEED TO
This Indenture
and wife,
have bargained
Josenh Lester A

NW Cor. SE
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ S
TRACT 3C

1320.0'

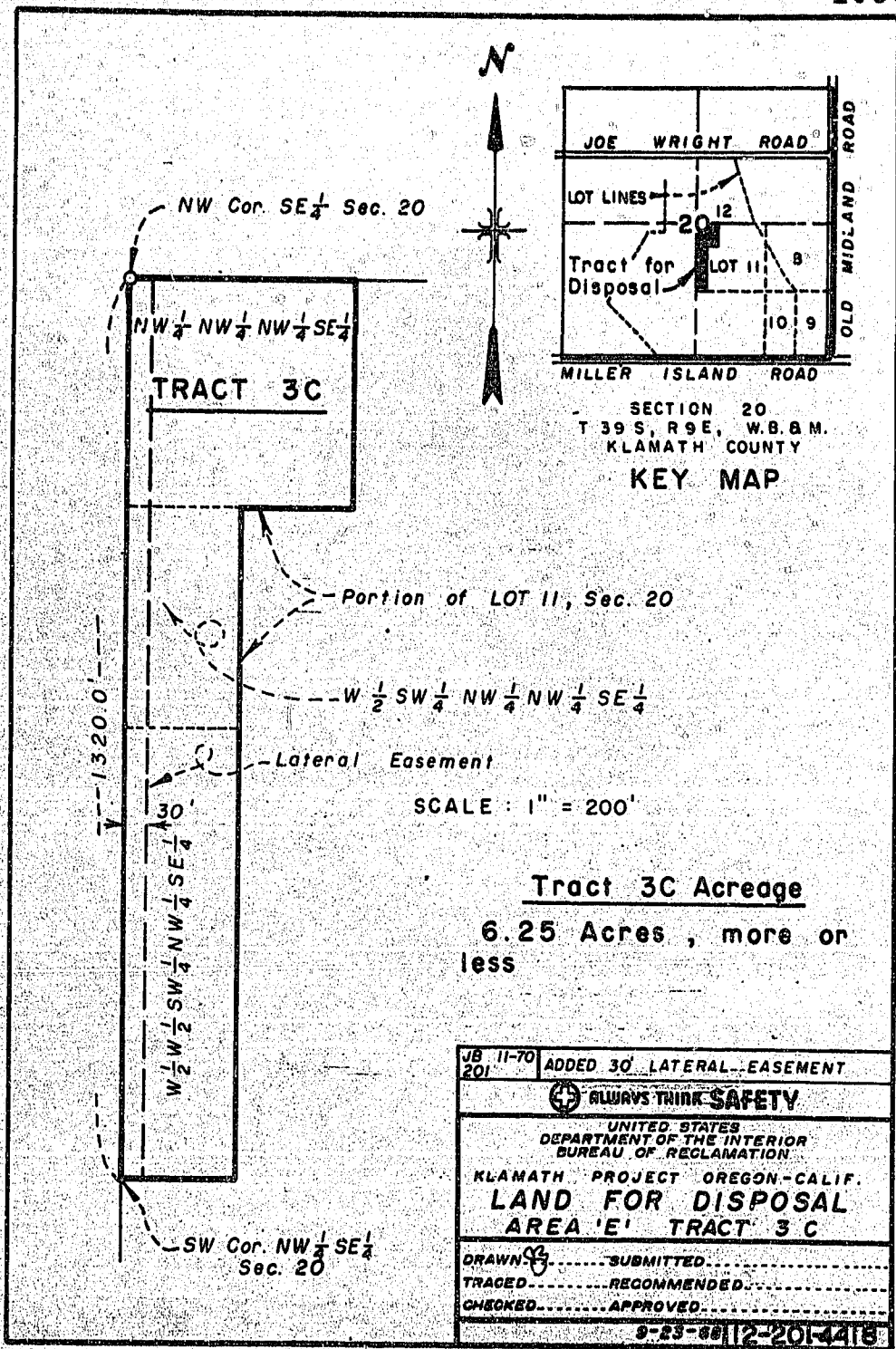
W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

Lateral

SW Cor. NW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 20

STATE OF OREGON, COUNTY OF KLAMATH
Filed for record at request of Mrs. Don I
this 7th day of October A.D. 1971 of 12
Vol. M 71 of Misc 11

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STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Mrs. Don Lyon
this 7th day of October A. D., 1971 at 12:06 o'clock P. M., and duly recorded in
Vol. M 71, of Miscellaneous on Page 10577
Fee \$ 16.50
WM. D. MILNE, County Clerk

From the Office of
GANONG, GANONG & GORDON
 First Federal Building
 Klamath Falls, Oregon 97601