

57617

Vol. 117 Page 11087

Contract No. 14-06-201-2317

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Withdrawn Vacant Public Land  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 5th day of  
October, 19 71, in pursuance of the Act of June 17,  
1902 (32 Stat. 388), 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 Guy A. Galletti ~~and~~  
XXXXXXXX, 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 Parcel, Area E, Tract 2C-3, Rev. 3-9-71,"  
attached hereto and made a part hereof.

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WARRANT  
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FORM No. 633-WAR

VA Form 26-40  
July 1964, Use  
1810, Title 38,  
No. Federal N  
Association.

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FOR

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A. For the sum of \$1,167.00 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. \$233.40 paid by check accompanying Guy A. Galletti's offer to purchase.
  2. ~~\$233.40~~ or more, on or before Paid in Full
  3. ~~\$233.40~~ or more, on or before 10/5/71 #93360
  4. ~~\$233.40~~ or more, on or before check # 380
  5. ~~\$233.40~~ or more, on or before Sale Slip No 79844 Full
- 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 county roads within the easterly 30 feet and the southerly 20 feet of the above-described Area "E", Tract 2C-3.

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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:  
NW 1/4 NW 1/4, Sec. 27, T. 39 S., R. 9 E., W.B.M. containing 33.0 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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FORM No. 632-WA

VA Form 28-  
July 1964. U.S.  
1810, Title 38  
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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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FORM No. 633-WA

VA Form 26-  
July 1964. U.S.  
1810, Title 38  
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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

*Guy C. Galbetti*  
Name

Name of Spouse  
*8130 Spring Lake Rd.*  
Address

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FORM No. 633-WA

VA Form 26-  
July 1964. U.S.  
1810, Title 38  
No Federal  
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EXHIBIT "A"  
ADVERTISED SALE PARCEL  
AREA "E" TRACT 20-3  
Revised 3/9/71

A tract of land in Section Twenty-eight (28), Township  
Thirty-nine (39) South, Range Nine (9) East, Willamette Meridian  
County of Klamath, State of Oregon, having an area of 4 acres,  
more or less, described as follows:

All of Lot Two (2) of said Section 28, as said lot is shown  
on the United States Government Official Plat of said Township  
and Range, approved and dated April 18, 1873 by W. H. Odell,  
Surveyor General of Oregon.

Checked as to Eng.

*Robert Gray 3/12/71*

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FORM No. 633-WA

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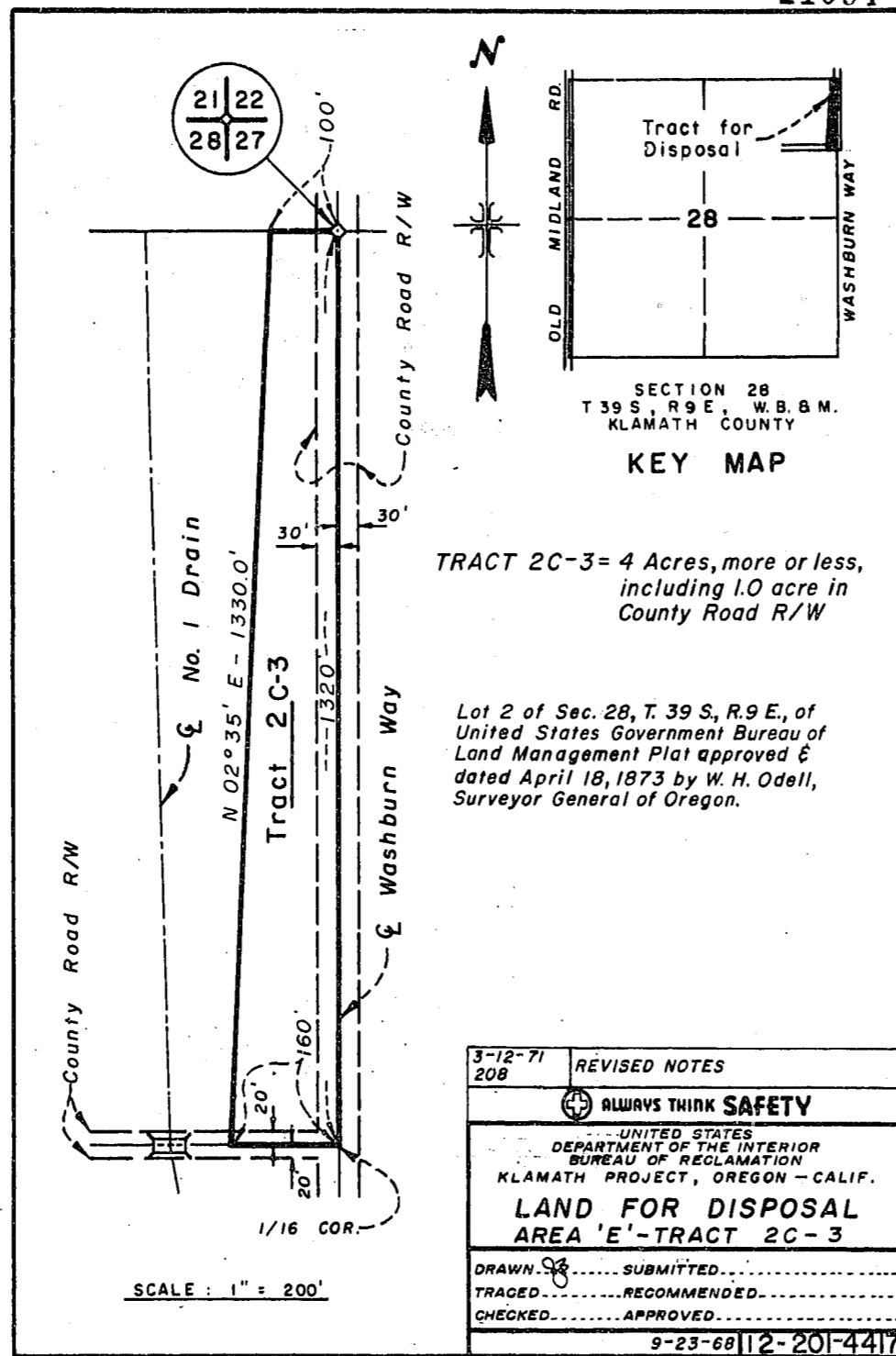
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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Guy Gallettithis 22nd day of October A. D., 19 71 at 10:29 o'clock A M., and duly recorded inVol. M. 71, of Miscellaneous on Page 11087Return to Guy Galletti 12:00  
8130 Spring Lake Rd. City Fee 1.50By WM. D. MILNE, County ClerkMary E. Lindley

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FORM No. 633-W

VA Form 2  
July 1964  
Title  
No Federal  
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