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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

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Withdrawn Vacant Public Land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

_____, his wife, herein called

WITNESSETH: That the United States acting by and through
of Reclamation, Department of the Interior, in consider-
the covenants and agreements on the part of the Purchasers
ter contained, agrees to sell and convey unto the Purchasers,
warranty of title, and the Purchasers agree to buy all that
property situated in the County of Klamath, State of
_____, and particularly described as follows:

Oregon, and particularly described therein, and

All that real property described in EXHIBIT "A", bearing identification marks "Advertised Sale Parcel, Area E, Tract 8, Rev. 7-26-71," attached hereto and made a part hereof.

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A. For the sum of \$10,000.00 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. \$2,000.00 paid by check accompanying Mr. & Mrs. Clyde Horsley's offer to purchase.
2. \$2,000.00 or more, on or before October 13, 1972
3. \$2,000.00 or more, on or before October 13, 1973
4. \$2,000.00 or more, on or before October 13, 1974
5. \$2,000.00 or more, on or before October 13, 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 8.

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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. 39 S., R. 9 E., W. B. M.

Sec. 31, N 1/2 SW 1/4, SE 1/4 SW 1/4 and W 1/2 SE 1/4.
Containing 90 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

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. Lawrence*
Bureau of Reclamation
Region 2

PURCHASER

Clyde M. Horsley
Name

Almeta Horsley
Name of Spouse

Box 57, Millard Ave 97634
Address

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EXHIBIT "A"
ADVERTISED SALE PARCEL
AREA "E" TRACT 8
Revised 7/26/71

A parcel of land in Section Thirty-one (31) and in Section Thirty-two (32), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Base and Meridian, County of Klamath, State of Oregon, being described as follows:

The southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 31, and the southwest quarter of the southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 32;

BUT EXCEPTING THEREFROM all that portion thereof lying within the east 165 feet of the north 264 feet of the said southwest quarter of the southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Said parcel of land, after making said exception, having an area of 79.0 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 tract of land that are more particularly described as follows:

(1) All that portion of the hereinabove described Tract 8 lying within a strip or parcel of land described as follows:

A strip or parcel of land having successive uniform widths of 50 feet and 70 feet as hereinafter specified, beginning with a width of 50 feet, where measurable at right angles or radially, lying within 25 feet on each side of the following described centerline:

Beginning at a point on the west line of said southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 31, being also on the centerline of Bureau of Reclamation's C-4-n Lateral, said point being distant North 65°19' West 1464.0 feet from the southeast corner of said Section 31; thence running along said centerline North 44°54' East 897.3 feet to a point whereat said strip of land changes from 50 feet to 70 feet and continues with 45 feet on the left or northerly side and 25 feet on the right or southerly side along a curve to the right with a radius of 146.2 feet through a central angle of 42°06' for an arc distance of 105.2 feet; thence North 87°00' East 561.8 feet; thence on a curve to the left with a radius of 118.3 feet through a central

Checked & to Register
Jan 17 1972

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