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LS-269 (Rev. 10/60)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
KLAMATH PROJECT, OREGON-CALIFORNIA  
LOWER KLAMATH LAKE DIVISION

Klamath Straits Drain Enlargement  
Unit No. K-3  
7:10:5

Contract No. 14-06-200-8188A

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 23<sup>rd</sup> day of July, 1975, in pursuance of Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

OSCAR A. DENAULT and LOUISE G. DENAULT, his wife,  
REGIS ANDRIEU and DORIS JEAN ANDRIEU, his wife (contract purchasers)

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed convey to the United States, free of lien or encumbrance except as otherwise provided herein, the following described real estate situated in the County of Klamath, State of Oregon, to wit:

A strip or parcel of land in Section Twenty-Nine (29), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, containing an area of 1.2 acres, more or less, and described as follows:

Beginning at a point in the southerly boundary of said Section Twenty-Nine (29), distant therealong North 89° 18' East 92.5 feet from the southwest corner of Section 29; thence from said point of beginning, along the easterly boundary of that certain 2.5-acre parcel of land as described in the Deed to the United States of America recorded January 20, 1945, in Volume 172, at Page 351, Klamath County Records, the following two courses: North 0° 15' East (Record South 0° 44' East) 1131.0 feet and North 89° 45' West 92.5 feet to the westerly boundary of Section 29; thence along said westerly boundary North 0° 15' East 266.9 feet to a point distant therealong South 0° 15' West 1241.3 feet from the west quarter (W<sup>1</sup>/<sub>4</sub>) corner of Section Twenty-Nine (29); thence leaving said westerly boundary South 50° 52' East 148.5 feet; thence South 0° 17' West 1303.5 feet to a point in said southerly boundary of Section Twenty-Nine (29); thence along said southerly boundary South 89° 18' West 22.4 feet to the point of beginning.

SUBJECT to existing rights of way, of record or in use, for roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons and pipelines, on, over and across said premises; and

SUBJECT to existing estates, interests and rights in and to coal, oil, gas and any and all other minerals, reserved to or outstanding in third parties; and

Checked as to Engineering data

July 16, 1975

There shall be reserved to Vendor, their heirs, executors, administrators and assigns, all of their interest in and to all oil, gas or minerals in or under said land, without, however, the right to dig, drill or mine therefor through the surface of said land, or within 100 feet of the surface.

The above reserved right of way shall be so exercised as not to interfere with the use of the land by the United States or endanger facilities of the United States on said lands.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3 and approval by the proper officials of the United States, it shall cause to be paid to the Vendor by United States Treasury warrant or fiscal officer's check as full purchase price the sum of FIVE HUNDRED TEN AND NO/100 DOLLARS (\$510.00) and such additional sum, if any, as may result from the provisions of Article 4a hereof.

The United States will replace or substitute drains, culverts, gates or other related items when necessary, for normal irrigation or drainage practices, so as not to interfere with normal farming practices now used in the area.

The United States shall convey to Vendor, their heirs, executors, administrators, and assigns, the non-exclusive right to travel for agricultural purposes over and across the easterly drain embankment road from the north side of the Center Canal (approximate Station 205+60) northerly about 4,000 feet to approximate Station 245+30.

4a. If that portion of the land herein described that is now planted to crops is not required by the United States prior to the time of harvest of said crops, Vendor shall have the right to cultivate, harvest and take said crops at Vendor's expense and risk. If said land is required by the United States prior to the time of harvest of said crops, then the United States shall pay to Vendor in addition to the sum provided in Article 4 hereof and as full compensation for said crops, an amount of money to be determined on the basis of an appraisal of the value of said crops to be made by the United States. Provided, that if it is possible to secure a salvage value by harvesting the crops prior to full maturity and a harvesting under those circumstances is accomplished, the proceeds from such a harvesting will be deducted from any amount otherwise due the Vendor hereunder.

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5. The expenditure of any money by the United States or the performance of any work by the United States hereunder shall be contingent upon appropriations of money by Congress or appropriate allotments of funds being made. Liability of the United States under this contract shall continue, however, subject only to the appropriate laws and statutes of the United States.

6. The Vendor shall procure, with assistance from the United States, and have recorded 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 subject only to the interests, liens, or encumbrances expressly provided. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States, if billed, may pay direct to the billing party or may reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

7. In the event that liens or encumbrances, other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount, and may discharge the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances against this contract, nor as an assumption of any lien or encumbrance by the United States.

8. 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 assigns of the United States.

9. Notwithstanding provisions of Section 301, Subsections 4 and 5, Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), Vendor agrees that after execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property 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, except as otherwise excepted or provided for in this contract, or under the appropriate laws and statutes of the United States.

10. 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 award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

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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 United States 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 fees. 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 United States.

12. 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 that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*James M. Borden*  
Kicker

By *Harry T. Sackett*  
Acting Regional Real Estate Officer  
Bureau of Reclamation

*Regis Andrieu*  
Vendor

*Doris Jean Andrieu*  
Vendor

*Glen A. Harding*  
Witness

*Chas. A. De Hauss*  
Vendor

*Louise E. De Hauss*



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STATE OF CALIFORNIA )  
 ) ss.  
County of Sacramento )

On this 28th day of July, 19 75, before me  
Dolores K. Groves, a Notary Public in and for the County of Sacramento,  
State of California, duly commissioned and sworn, personally appeared  
GLENN C. WEIDLING known to me to be the person whose name  
is subscribed to the within instrument as a witness thereto, who, being by  
me duly sworn, deposed and said: that he resides in the County of  
Sacramento, State of California; that he was present and saw

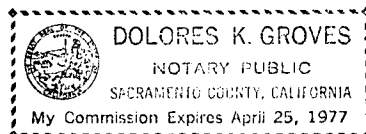
OSCAR A. DENAULT, LOUISE G. DENAULT,  
REGIS ANDRIEU and DORIS JEAN ANDRIEU,

personally known to him to be the persons described in, and who executed the  
within instrument as Vendor thereto, sign, seal, and deliver  
the same; that the said

OSCAR A. DENAULT, LOUISE G. DENAULT,  
REGIS ANDRIEU and DORIS JEAN ANDRIEU,

duly acknowledged in the presence of said affiant, that they executed  
the same, and that he, the said affiant, thereupon, and at the request of  
said Vendor subscribed his name as witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County of Sacramento the day and year in this certificate first  
above written.



*Dolores K. Groves*  
Notary Public in and for the  
County of Sacramento, State  
of California.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of  
JULY, A.D., 19 75 at 2:52 o'clock P.M., and duly recorded in Vol. 4266  
of \_\_\_\_\_ on Page \_\_\_\_\_.

FEE \$ 15.00

WM. D. MILNE, County Clerk  
By *Hazel May* Deputy