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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-5

Contract No. 14-06-200-8356A

11:17:5

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 2nd day of December , 1975, in pursuance of Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary , 1975, in pursuance of 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,

TULANA FARMS, an Oregon corporation

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 follow-, State of ing described real estate situated in the County of Klamath , to wit: Oregon

A parcel of land, PARCEL THREE (3.8 acres, more or less) described on Exhibit "A" attached hereto and by this reference made a part hereof, being designated "Unit No. K-5, 5-15-75 Rev. 9-24-75 Rev. 11-11-75."

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

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

There shall be reserved to Vendor, its successors and assigns, all of its interest in and to all oil, gas, geothermal substances 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 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.

3a. For the same consideration hereinafter expressed, Vendor shall also by said deed grant to the United States, its successors and assigns, the perpetual right, privilege and easement to enter upon PARCEL ONE (74.0 acres, more or less) and PARCEL TWO (3.9 acres, more or less) described on said Exhibit "A" attached

hereto, to construct, reconstruct, operate, repair and maintain a drainage channel with appurtenant berms, embankments, inlets, electric and communications cables, and roads, together with the right to assign or convey non-exclusive road rights to others as needed for purposes granted in this easement and for providing necessary access to neighboring lands, and the right to plant and maintain grasses within said PARCEL ONE and PARCEL TWO.

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, geothermal substances and any and all other minerals, reserved to or outstanding in third parties.

There shall be reserved to Vendor, its successors and assigns, all of its interest in and to all oil, gas, geothermal substances 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; and

There shall be reserved to Vendor, its successors and assigns, the non-exclusive right to travel and use those portions of the existing ranch road, in a manner which will not interfere with the use by the United States or endanger present or future facilities of the United States within said PARCEL ONE located between the following stations:

Station 401+50 to 403+30 Station 384+00 to 386+00 Station 344+50 to 335+00 Station 325+00 to 330+00 Station 314+50 to 318+34 Station 295+00 to 300+50

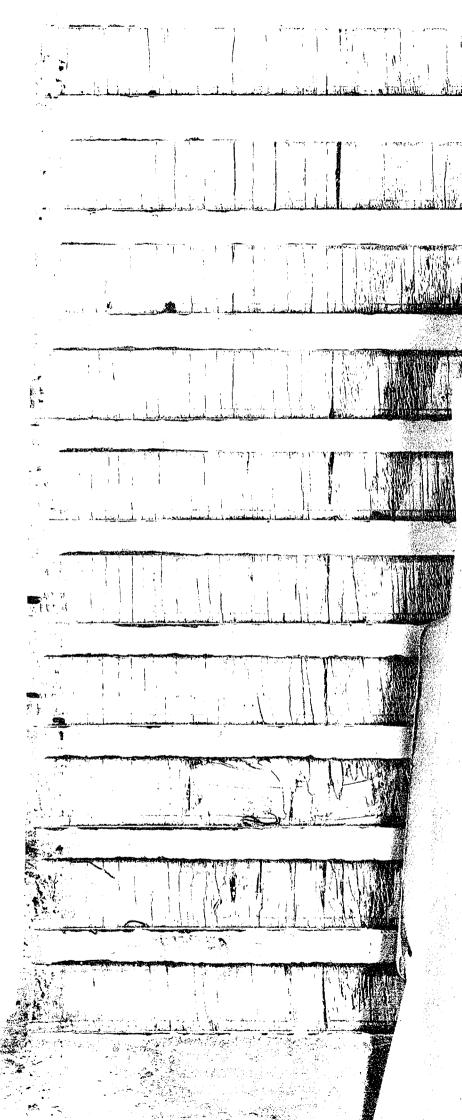
There shall be reserved to Vendor, its successors and assigns, the non-exclusive right to flow water through and use that portion of the existing North Straits Canal within said PARCEL ONE, lying between Station 401+50 to 403+30.

There shall be reserved to Vendor, its successors and assigns, the right to occupy and use said PARCEL ONE and PARCEL TWO for any purpose consistent with the rights herein granted and which will not interfere with the use of or endanger present or future facilities of the United States.

In case of permanent abandonment of said PARCEL ONE and PARCEL TWO, the title and interest herein granted shall end, cease and determine upon filing of a written notice of abandonment by the United States.

3b. For the same consideration hereinafter expressed, Vendor shall also by said deed grant to the United States, its successors and assigns, the temporary right, privilege and easement until January 1, 1978, to enter upon and use PARCEL FOUR (18.7 acres, more or less), PARCEL FIVE (3.2 acres, more or less), and PARCEL SIX (1.3 acres, more or less) described on said Exhibit "A" attached hereto, for the purpose of placing or piling thereon, earth, materials, or machinery, and for access for construction equipment, and for other purposes useful or necessary in connection with the construction of the Klamath Straits Drain Enlargement. At the expiration of said easement period, the United States shall restore the said land, as nearly as may be practicable, to the condition in which it was prior to the commencement of its use by the United States.

3c. For the same consideration hereinafter expressed, Vendor shall also by said deed grant to the United States, its successors and assigns, the temporary right, privilege and easement until January 1, 1980, to enter upon and use PARCEL SEVEN (1.6 acres, more or less) described on said Exhibit "A" attached hereto for the purpose of placing or piling thereon, earth, materials, or machinery, and for access for construction equipment, and for other purposes useful or necessary in



connection with construction of the Klamath Straits Drain Enlargement and pumping plant adjacent thereto. At the expiration of said easement period, the United States shall restore the said land, as nearly as may be practicable, to the condition in which it was prior to the commencement of its use by the United States.

The temporary rights taken in the above Articles 3b and 3c are subject to the following:

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

Existing estates, interests and rights in and to coal, oil, gas, geothermal substances and any and all other minerals, reserved to or outstanding in third parties.

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 TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and such additional sum, if any, as may result from the provisions of Article 4a hereof.

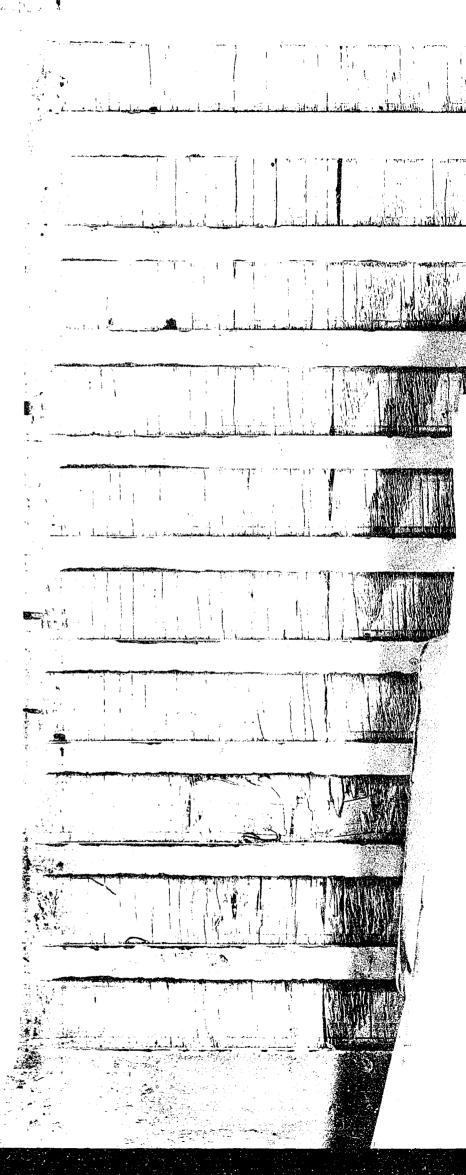
The United States shall replace or substitute drains, culverts, gates or other related items and shall construct and maintain temporary dikes and levees when necessary for normal irrigation or drainage practices, so as not to interfere with normal farming practices now used in the area.

The United States shall convey to Vendor, its successors and assigns, the right to discharge drainage water into toe drains to be constructed by the United States on both sides of the Klamath Straits Drain within said PARCEL ONE between approximate Drain Stations 298+00 and 310+00 and between approximate Drain Stations 332+00 and 346+00. Both of these areas are located in Section 19, Township 40 South, Range 9 East, W.M., where the Klamath Straits Drain will be constructed across the necks of two oxbow portions of the old Straits Drain.

The United States shall convey to Vendor, its successors and assigns, the non-exclusive right to travel for agricultural purposes over and across the southerly and westerly Klamath Straits Drain embankment road between Township Road and U.S. Highway No. 97. Access around the pumping plant to be constructed on said PARCEL THREE, shall be provided in such a manner as to restore Vendor's access to U.S. Highway 97.

The United States shall quitclaim to Vendor, its successors and assigns, all right, title and interest it may have in and to those portions of the existing Klamath Straits Drain within Section 19, Township 40 South, Range 9 East, W.M., lying outside of the above-described PARCEL ONE.

4a. If that portion of the land herein described as PARCELS ONE, TWO, THREE, FOUR, FIVE, SIX and SEVEN 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.



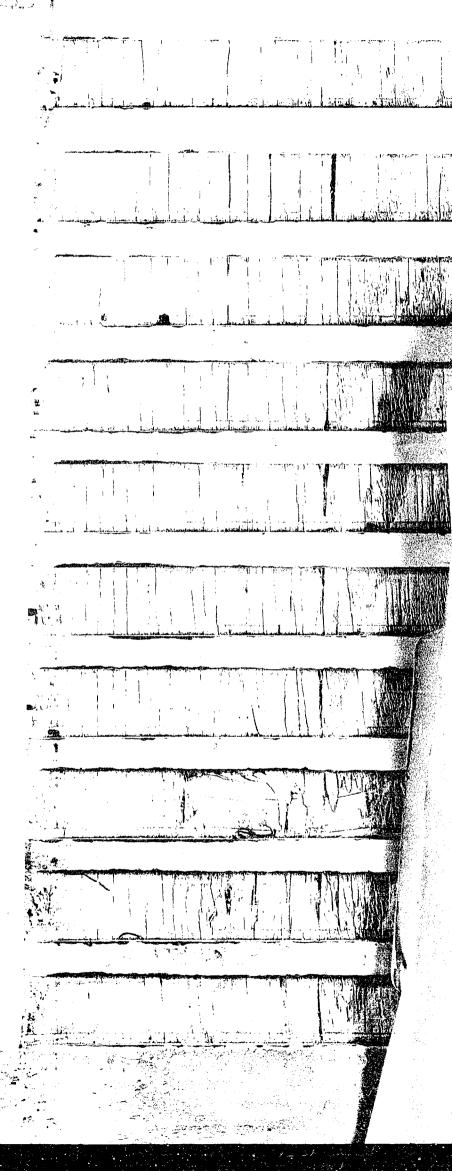
- 5. The expenditure of any money by the United States or the performance of any work by the United States hereunder shall be contingent upon appropriations of money by Congress or appropriate allotments of funds being made. Liability of the United States under this contract shall continue, however,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



11. 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

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Bureau of Reclamation

TULANA FARMS, an Oregon corporation

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Two strips or parcels of land in Section Twenty-three (23) and Section Twenty-four (24), Township Forty (40) Sectin, Range Eight (5) hast, and in Section Nineteen (19), and Section Thirty (50), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, containing a combined area of 77.9 acres, more or less, and separately described as follows:

PARCEL ONE: Beginning at a point in the southerly boundary of the northeast quarter (NE%) of said Section Thirty (30), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, said point hereinafter referred to as Point "C" and being North 89°51' West 1901.8 feet from the east quarter (EL) corner of Section Thirty (30); thence from said point of beginning North 33°49' West 86.8 feet; thence North 13°55' West 1585.4 feet; thence North 02°11' East 496.0 feet; thence North 27°56' East 602.6 feet to a point in the north boundary of Section Thirty (30), distant therealong North 89°53' West 2041.7 feet from the northeast corner of Section Thirty (30); thence leaving Section Thirty (30) and entering said Section Ninereen (19) and continuing North 27°56' East 264.3 feet; thence South 78°57' East 52.9 feet; thence North 11°03' East 473.4 feet; thence North 48°01' West 548.9 feet; thence South 58°14' West 431.2 feet; thence North 50°14' West 436.3 feet; thence South 64°15' West 702.7 Feet; thence South 89°44' West 302.8 feet; thence North 37°53' West 343.5 feet; thence North 08°15' West 455.0 feet; thence North 67°37' West 226.5 feet; thence North 86°59' West 995.7 feet; thence North 50°44' West 246.8 feet; thence North 26°55' West 426.7 feet; thence North 77°48' West 282.4 feet; thence South 45°02' West 869.9 feet; thence North 83°47' West 307.8 feet; thence North 28°31' West 640.0 feet; thence North 45°17' West 1065.9 feet; thence South 77°33' West 670.1 feet; thence North 61°44' West 397.6 feet; thence North 11°41' West 666.8 feet; thence North 56°09' West 335.2 feet; thence North 89°02' West 471.9 feet; thence South 80°39' West 571.4 feet; thence North 79°45' West 737.6 feet; thence North 86°41' West 607.1 feet to a point hereinafter referred to as Point "D", and being in the south boundary of the north half  $(N^{L_2})$  of the northeast quarter  $(NE^{L_2})$  of said Section Twenty-three (23) and lying South 71°02' East 4303.9 feet from the northwest corner of Section Twenty-three (23); thence South 89°02' East 1277.6 feet to a point hereinafter referred to as Point "A", and lying South 74°32' East 5605.5 feet from the northwest corner of Section Twenty-three (23); thence North 00°03' East 100.0 feet; thence North 80°38' East 599.5 feet; thence South 89°08' East 538.6 feet; thence South 56°13' East 534.8 feet; thence South 11°41' East 581.2 feet; thence South 58°27' East 269.0 feet; thence North 77°32' East 478.9 feet; thence South 81°14' East 259.8 feet; thence South 45°17' East 1080.6 feet; thence South 28°31' East 583.5 feet thence South 81°45' East 165.1 feet; thence North 43°26' East 898.7 feet; thence South 77°46' East 286.8 feet; thence South 53°52' East 197.3 feet; thence South 26°55' East 513.1 feet to a point hereinafter referred to as Point "z"; thence South 56°47' East 152.2 feet; thence South 87°35' East 1334.3 feet; thence South 00°10' East 558.2 feet; thence South 54°21' East 375.6 feet; thence North 65°02' East 721.2 feet; thence South 65°09 East 210.0 feet; thence North 82°54' East 167.6 feet; thence South 37°38' East 160.0 feet; chence South 64°41' Elst 117.2 feet, thence North 83°11' East 229.2 from the southerns for an election Atheree (19): hence along sale south boundary worth 09/55 year 210.7 feet to a point choisin energation, North 09°53' west 1072.4 feet from sale boutness corner of section 19; thence leaving section Aineseen (ly) and reunceria, Section Thirty (30) South 27°56' West 640.0 feet; thence by mn 02°11' West 502.0 reet, induce South 15°55' Mass 1480.0 feet; thence South 29°47' Aast 143.7 Leet to a point in said south boundary of the northeast quarter (ALM4) of Section Thirty (36), distinct inercation, North 89°51' Mest 1758.2 read arom the case quarter (see) without of Section Thirty (30); enemce North 89°51' West 140.0 feet to the point of organizaty, concurrent, an area of 74.0 acres, more

Date 10: 30: 10:15:73 Kev. 5:14:75 Rev. 11-11-75

Checked as to Engineering data

(1) Cayra C. Long 11-11-75

PARCEL TWO: beginning at said Point "A", said point being in the northerly boundary of the hereinabove described Parcel One; thence from said point of beginning North 79°30' West 637.4 feet; thence North 85°53' West 763.6 feet; thence North 52°46' West 277.6 feet; thence North 14°50' West 171.2 feet to a point being South 76°28' East 3802.4 feet from the northwest corner of Section Twenty-three (23); thence South 52°46' East 397.4 feet; thence South 83°53' East 731.0 feet; thence South 79°30' East 618.0 feet to a point in the Westerly boundary of said Parcel One; thence along said boundary South 00°03' West 100.0 feet to the point of beginning, containing an area of 3.9 acres, more or less.

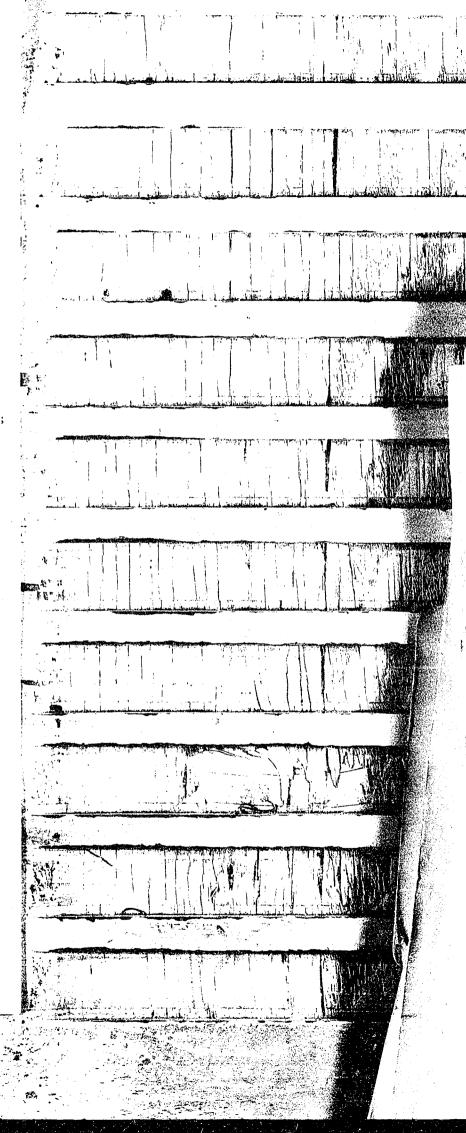
PARCEL THREE: A strip or parcel of land in said Section Twenty-three (23), Township Forty (40) Souch, Range Eight (8) East, Williamette Meridian, said County and State, containing an area of 3.8 acres, and described as follows:

Beginning at said Point "D", said point being the most westerly point of the hereinabove described Parcel One; thence from said point of beginning North 89°02' West 142.2 feet; thence North 71°43' West 1226.7 feet to a point in the easterly right of way boundary of U. S. Highway No. 97, said point being South 69°53' East 2942.6 feet from the northwest corner of Section Twenty-three (23); thence along said right of way boundary North 18°17' East 150.0 feet; thence leaving said boundary South 72°06' East 900.1 feet; thence South 36°56' East 162.1 feet; thence South 68°03' East 330.0 feet to the point of beginning.

Also four strips or parcels of land in said Section Twenty-three (23), Twenty-four (24), Nineteen (19), and Thirty (30), Township Forty (40) South, Ranges Eight (8) and Nine (9) East, Willamette Meridian, said County and State, containing a combined area of 24.8 acres, more or less, and separately described as follows:

PARCEL FOUR: Beginning at a point in the southerly boundary of the northeast quarter (NEW) of said Section Thirty (30), said point hereinbefore referred to as Point "C"; thence from said point of beginning North 89°51' West 60.3 feet to a point distant along said southerly boundary North 89°51' West 1962.0 feet from the east quarter (E4) corner of Section Thirty (30); thence leaving said southerly boundary North 33°49' West 61.8 feet; thence North 13°55' West 1601.2 feet; thence North 02°11' East 514.5 feet; thence North 27°56' East 587.6 feet to a point in the north boundary of Section Tairty (30), distant therealong North 89°53' West 2098.3 feet from the northeast corner of Section Thirty (30); thence entering Section Nineteen (19) and continuing North 27°56' East 327.8 feet; thence South 78°57' East 40.0 feet; thence North 11°03' East 395.1 feet; thence North 48°01' West 500.5 feet; thence South 88°14' West 450.0 feet; thence North 50°14' West 423.0 feet; thence South 64°15' West 681.9 feet; thence South 89°44' West 338.7 feet; thence North 37°53' West 381.4 feet; thence North 08°15' West 439.7 feet; thence North 67°37' West 191.6 feet; thence North 86°39' West 1003.6 feet; thence North 50°44' West 273.5 feet; thence North 26°55' West 413.5 feet; thence North 70°48' west 20' A feet; thence North 70°48' west 20' A feet; thence North 70°48' west 20' A feet; chance North 65°47' west 357.9 feet; thence North 28°51' West 656.8 feet; thence North 45°17' West 1031.3 feet; thence South 77°33' West 661.4 feet; thence North 61°44' West 459.5 feet; thence North 11°41' West 669.7 feet; thence North 56°09' West 299.7 feet; thence North 80°01' West 452.7 feet; thence South 80°39' West 575.5 feet; thence North 92°09' Aust 50.0 feet to a point hereimbefore referred to as Point "D" and the most westerly point of Purcel One; thence along the southerly boundary of said Parcel One the rollowing courses:

Unit NO. K-5 5-25-73 Rev. 0-21-75 Rev. 12-12-75 Unit 2 of 5



South 86°41' Mast 607.1 feet, South 79°45' East 757.0 feet, North 80°59' East 571.4 feet, South 69°62' East 471.9 rect, South 56°09' East 535.2 feet, South 1.°41' East 666.5 feet, South 61°44' East 397.0 feet, North 77°53' East 670.1 feet, South 85°47' East 1065.9 feet, South 12°31' East 640.0 feet, South 77°48' East 262.4 feet, South 26°50' East 869.9 feet, South 50°44' East 246.8 feet, South 86°39' East 995.7 feet, South 67°37' East 246.8 feet, South 68°31' East 455.0 feet, South 37°53' East 343.5 feet, North 89°44' East 456.3 feet, North 64°15' East 702.7 feet, South 50°14' East 436.3 feet, North 88°14' East 451.2 feet, South 48°01' East 548.9 feet, South 11°03' West 473.4 feet, North 78°57' West 52.9 feet,

South 27°56' West 264.3 feet, to a point in the southerly boundary of said Section Nineteen (19), distant therealong North 89°53' West 2041.7 feet from the southeast corner of said Section Nineteen (19); thence reentering Section Thirty (30) and continuing along said southerly boundary of Parcel One the following courses:

South 27°57' West 602.6 feet, South 02°11' West 496.0 feet, South 13°55' East 1585.4 feet, South 33°49' East 86.8 feet to the point of beginning containing an area of 18.7 acres, more or less.

PARCEL FIVE: Beginning at a point in the northerly boundary of said Parcel One, said point hereinbefore referred to as Point "5; thence along said boundary North 26°55' West 25.2 feet; thence leaving said boundary South 87°35' East 1472.9 feet; thence South 00°10' East 100.0 feet to a point in said boundary; thence therealong the following two courses: North 87°35' West 1534.3 feet, North 56°47' West 152.2 feet to the point of beginning, containing un area of 3.2 acres, more or less.

PARCEL SIX: A strip or parcel of land in said Section Nineteen (19), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, said County and State, having a uniform width of 50.0 feet, where measurable at right angles, and lying northeasterly of, adjacent to, and parallel with, the arc of a curve as said arc is described in the hereinabove Parcel One; said strip containing an area of 1.3 acres, more or less.

PARCEL SEVEN: Beginning at said Point "D", said point being the most westerly point of the hereinbefore described Parcel One and said point also being the most northwesterly corner of the hereinbefore described Parcel Four; thence from said point of beginning South 02°09' West 50.0 feet along the westerly boundary of said Parcel Four; thence leaving said westerly boundary North 89°02' West 148.8 feet; thence North 71°43' West 1234.3 feet to a point in the easterly right of way boundary of U.S. Highway No. 97; thence along said right of way boundary North 18°17' East 50.0 feet to the southwesterly corner of hereinbefore described Parcel Three; thence along the southerly boundary of Parcel Three South 71°43' East 1226.7 feet; thence South 89°02' East 142.2 feet to the point of beginning, containing an area of 1.6 acres, more or less.

Unit No. N=3 5-15-75 Nev. 9-24-75 Nev. 11-11-75 Sheer 3 of 3

STATE OF OREGON

County of Klamath.

SS.

On this 2nd day of

December , 1975 , before me.

GEORGE H. PROCTOR , a Notary Public in and for

the County and State aforesaid, personally appeared DICK HENZEL

and ELIZABETH HENZEL

known to me to be the President and Secretary of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

Notary Public for Oregon.

My Commission Expires: 9/17/78.

State of Oregon, County of Klamath ss,

County of Klam

WM. D. MILNE, County Clerk

By April Man Deputy

(SEAL)