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Public Inquiries Staff

THE KINZUA DAM, THE SENECA NATION, AND THE UNITED STATES

Historical Background

Kinzua Dam, located on the Allegheny River in southwestern New York on lands held since 1794 by the Seneca Indian Nation, is now under construction by the U. S. Army Corps of Engineers and nearing completion. Authorization for its construction is contained in 1938 legislation authorizing the Ohio River Basin flood control project. Funds were made available for its construction in the Public Works Appropriation Act of 1958.

The lands to be flooded, permanently or intermittently, include approximately 10,200 acres in Cattaraugus County on the Allegany Reservation, one of three reservations of the Senecas. These 10,000 acres are about one-third of the entire acreage within the Allegany Reservation. According to the Corps of Engineers, approximately 5,000 acres of Seneca land within the taking area will be available for use by the Indians for farming, grazing, hunting, and other similar purposes, but not for habitation.

The Seneca Nation has 4,132 enrolled members, of whom about 1,100 reside on the Allegany Reservation. Of these latter, 482 (making up 127 families) are within the reservoir area.

The Seneca Nation contested in the courts the authority of the Corps of Engineers to condemn land for and to construct the project. They held that the Pickering Treaty of 1794, which reserved the aforementioned lands to the Senecas, had been violated in that the treaty provided that "the United States will never claim the same, nor disturb the Seneca Nation ... in their free use and enjoyment thereof."

However, the treaty also provides that the land shall remain in the possession of the Senecas "until they choose to sell the same to the people of the United States, who have the right to purchase."

The Senecas lost their suits, the Courts deciding that Congress had authorized the taking of the lands. (However, in the opinion handed down by the U. S. Court of Appeals, District of Columbia Circuit, the issue of moral responsibility of the Senecas was raised.)

Public sentiment led to President Kennedy's direct communication with the Seneca Nation.

He said: "I have directed the departments and agencies of the Federal Government to take every action within their authority to assist the Seneca Nation and its members who must be relocated to adjust to the new situation .... I hope you will convey to the members of the Seneca Nation the desire of the Federal Government to assist them in every proper way to make the adjustment as fair and orderly as possible. I pledge you our cooperation."

The Bureau of Indian Affairs in April, 1962, reopened its office at Salamanca (closed since 1949 following assumption by the State of New York of responsibility for law enforcement on Seneca lands).

#### Congressional Action 1963-64

January 14, 1964 - H. R. 1794 introduced by Mr. Haley of Florida to compensate the Senecas, and providing for payment for the land taken; funds for indirect damages; and funds for a general rehabilitation and relocation program.

July 9, 1963 - S. 1836 introduced by Sen. Javits of New York to compensate the Senecas.

February 7, 1964 - H. R. 1794 passed the House.

The Senate then opened hearings on H. R. 1794 as it had passed the House, and on March 30, 1964, passed an amended version of H. R. 1794 and S. 1836. The principal differences in Senate and House versions appeared in Section 4 relating to the amount of funds provided for rehabilitation. While H. R. 1794 provided for nearly \$17 million for rehabilitation, in addition to \$3 million for direct and indirect damages, the Senate version would have cut back the rehabilitation funds to \$6 million.

A conference committee was appointed which reached agreement on a total settlement of approximately \$15 million, more than \$12 million of which would be allocated for rehabilitation purposes and the remainder for direct and indirect damages.

The measure as it came out of the conference committee was passed by both Houses and on August 31, 1964, became law with the President's signature.

#### The Situation at Present

Attached is a report (January 11, 1965) by the Seneca President on the State of the Seneca Nation.

ISSUED BY: Superintendent  
Yakima Indian Agency  
Toppenish, Washington

DATE: March 4, 1964

INVITATION NO. 1-64 BIDS WILL BE RECEIVED  
UNTIL AND OPENED AT 2:00 p.m., LOCAL TIME  
DATE April 7, 1964 AT Yakima  
Indian Agency, Toppenish, Washington

INVITATION FOR BIDS

Sealed bids in duplicate, subject to the terms and conditions of this invitation, its schedule and stipulated provisions, will be received at the above office until above designated time and at that time publicly opened. All bids are subject to acceptance and approval by the Area Director. The right is reserved to reject any and all bids and to disapprove any transaction at any time prior to final approval of a deed or issuance of a fee patent, in accordance with 25 CFR 121. Bids on Indian land offered for sale must be accompanied by a cashier's check, certified check, postal money order, or United States Treasurer's check payable to the Bureau of Indian Affairs for not less than 10% of the total offer made.

General information and instructions to bidders are contained in the Instructions to Bidders, Terms and Conditions of the Invitation for Bids, which is a part hereof. For detailed information call or write Superintendent, Yakima Indian Agency,  
P. O. Box 632, Toppenish, Washington Phone No. TO 5-6505

SCHEDULE OF BIDS

Item No.	Allotment Number	No. of Acres	Amount of Bid	Item No.	Allotment Number	No. of Acres	Amount of Bid

The undersigned agrees that if the amount offered for any item or items in the above be accepted, he will within 30 calendar days from date of receipt of notice of award deposit with the issuing officer, Bureau of Indian Affairs, the full amount of his offer, with stipulated sales fees, and that failure to make such deposit within the specified time will constitute a forfeiture of 10% of the amount offered on each such item.

Signature of Bidder

Name of Bidder (Print or Type)

Address (Print or Type)

NOTICE OF AWARD TO SUCCESSFUL BIDDER

You are hereby notified that you are the successful bidder on the following items:

Balance of the purchase price in the amount of \$ shall be remitted to the above issuing office not later than: Date

REMITTANCE SHOULD BE MADE  
BY CASHIER'S CHECK, CERTI-  
FIED CHECK, POSTAL MONEY  
ORDER, OR UNITED STATES  
TREASURER'S CHECK, made

payable to the Bureau of Indian Affairs.

Area Director

SALES FEES ARE AS FOLLOWS:

TRIBAL	PURCHASE PRICE
\$20.00	\$1000 or less
25.00	1000 to 2000
30.00	2000 to 3000
40.00	3000 to 4000
50.00	4000 to 5000
65.00	5000 to 7500
75.00	7500 and over

1. MARKING AND MAILING BIDS - Bids, with their guarantees, must be securely sealed in suitable envelopes, addressed to the issuing office and marked on the outside with the invitation number and date of opening, both of which may be found in the block opposite the name of the issuing office on the front of this form.
  2. PREPARATION OF BIDS - Unless otherwise directed in the invitation, bids shall be submitted in duplicate. Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitations, and these instructions, is necessary. Special care should be exercised in the preparation and submission of bids to assure full compliance with the invitation and instructions. All item numbers and prices shall be fully and clearly set forth. Copies of the bid shall be identical. The proper blank spaces in the bid shall be suitably filled in.
  3. SIGNATURE TO BIDS - Each bid must give address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the State or States of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "agent," or other designation without disclosing his principal, may be held to the bid of the individual signing. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
  4. CORRECTIONS - Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
  5. TIME FOR RECEIVING BIDS - Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.
  6. WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
  7. BIDDERS PRESENT - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others interested, who may be present either in person or by representative.
  8. AWARD OR REJECTION OF BIDS - The award will be made to the highest bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of the Indian owner and the United States to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Area Director, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Indian owner or the United States.
  9. ERRORS IN BID - Bidders or their authorized agents are expected to examine the maps, circulars, schedule, and all other instructions pertaining to the invitation to bid which will be open to their inspection. They are also expected to make an examination of the premises to observe all physical conditions, apparent encumbrances, access, etc. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid or in his understanding of the circumstances.
  10. Government appraisals of the herein described property will not be made available to the general public.
  11. The land herein advertised for sale will be sold subject to existing leases of record with the Bureau of Indian Affairs. Rents for the contract year in which the sale is completed will be apportioned between the seller and the purchaser as of the date of approval and delivery of a deed or issuance of a fee patent. In the event authorized advance rental payments, beyond the contract year in which the sale is completed by the approval and delivery of a deed or issuance of a fee patent, have been collected by the Indian owner, such amounts will be deducted from the purchase price.
  12. Occupancy of lands purchased which lie within designated range units will be transferred to the purchaser at the end of the pay period following delivery of an approved deed or issuance of a fee patent. Grazing fees for the permit pay period during which a sale is completed by the approval and delivery of a deed or issuance of a fee patent will be apportioned in the same manner as rentals.
  13. When the Indian land offered for sale is irrigable under a Federal Irrigation Project and the land has been designated as being part of a project, there exists, in accordance with existing laws, a lien on the land for the payment of unpaid construction costs. The purchaser, if other than an Indian, will be required to enter into a contract for the payment of such charges and costs on a per acre basis. The contract will provide for annual payment of these charges on a due date of each year. Any or all delinquent operation and maintenance charges are to be deducted from the proceeds of the sale.
  14. Minerals, including oil and gas, are to be sold with the land advertised unless reserved as indicated on the attached Schedule.
  15. The lands listed herein are to be sold, subject to all valid existing easements and rights of way.
  16. Title to land sold as a result of this advertisement will be conveyed in a fee simple status by either patent in fee or approved deed, except as may be otherwise noted.
  17. Pursuant to the provisions of Section 121.14, Title 25 Code of Federal Regulations, tracts of land advertised for sale in this advertisement, on which the tribe has unsuccessfully sought a preference to meet the high bid, may be subject to oral bidding following the opening of sealed bids. The tracts which may be subject to oral bidding have been identified in the attached schedule of lands to be sold by the statement: "This may be subject to oral bidding in accordance with the Terms and Conditions of the Invitation for Bids." The tracts of land so identified will be subject to oral bidding following the opening of the sealed bids only if the following conditions prevail:
    - (a) One or more acceptable bids have been submitted on the tract.
    - (b) A sealed bid other than the high bid has been submitted on the tract by the \_\_\_\_\_ Tribe.
- Upon opening of the sealed bids, said bids will be tabulated and the Superintendent or his duly authorized representative will determine those tracts which will be offered for oral bidding. He will publicly announce by item number those tracts which will be so offered and will also announce the names of the bidders who are eligible to participate in the oral bidding on each tract. The oral bidding may be held immediately after the opening of the sealed bids, or it may be continued to another date and time to be announced. Bidders in the oral auction will be limited on each tract to those who submit sealed bids thereon which equal or exceed 75 percent of the appraised value of the tract, and to the \_\_\_\_\_ Tribe. In order to qualify and participate in the oral bidding, the bidder must be present in person or by representative under written authorization. At the conclusion of the oral bidding, the highest bidder will be required to increase the amount of his deposit to not less than 10 percent of the amount bid.
18. WARNING TO ALL BIDDERS - All bidders are warned against violation of 18 U.S.C. 1860, prohibiting unlawful combination or intimidation of bidders.

NOTE: This sale is also subject to the following terms and conditions:

Successful bidders are required to bear the expense of revenue stamps and recording fees for legal documents required in the chain of title.

If title is to be conveyed to a party or parties other than that shown as the bidder, please make full notation on the bid.

Bids on more than one item may be made on this form, however, the specific amount of bid on EACH ITEM must be shown and a SEPARATE CHECK for the 10% deposit must be included for EACH ITEM.

No bid for less than the appraised value of the land will be considered. Deposits of unsuccessful bidders will be immediately returned to them upon receipting for same.

Each tract is sold subject to existing easements for rights of way, and/or other legal instruments of record. (In some instances specific right of way arrangements may be required for proper access)

Bidders should inspect the advertised items as to access, type and character of land as well as timber volumes and species as they are not guaranteed. Covering leases should also be examined as to terms, restrictions, etc.

Bidders are advised that personal checks WILL NOT be accepted. As stated on the face of this invitation, all monies submitted with bids or as payment for balance of consideration and sales fees MUST BE by Cashier's Check, Certified Check, Postal Money Order or United States Treasurer's Check, made payable to the Bureau of Indian Affairs.

The Department does not regard a sale as having been made or consummated until actual delivery of the deed to the purchaser or issuance of the patent in fee simple.

*Melvin L. Robertson*  
For Melvin L. Robertson, Superintendent  
Yakima Indian Agency

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
<u>Klickitat County</u>		
<u>T. 2 N., R. 14 E., W.M., WASH.</u>		
1.	Van. 158	<u>TULAGUS, DEC. E<math>\frac{1}{2}</math>SE<math>\frac{1}{4}</math> Sec. 11, 80 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 2 miles west of Wishram Heights via U. S. Highway 830 and 250 yds. north of highway. Access from U. S. Hwy 830 subject to proper arrangements with adjoining property owner. All grazing land. Partially fenced. No available livestock water on this tract. Subject to Lease No. 05023 expiring 2/28/65 which may be cancelled under specified terms.</u>
2.	Van. 189	<u>BILLY TELASET, DEC. W<math>\frac{1}{2}</math>NW<math>\frac{1}{4}</math> Sec. 13 (LESS that portion described as all that part lying southerly of the south boundary of the existing right of way of the Spokane, Portland &amp; Seattle Railway Co., cont., 1.62 acres, more or less, being Tract No. D-402 specified in Judgment, Civil No. 1094, in the District Court of the U. S. for the Eastern District of Wash., taken for public use), containing a net acreage of 78.38 acres, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1-3/4 miles west of Wishram Heights via State Highway 830 which bisects northerly portion of this property. Best use of the property is for grazing. No available livestock water on this tract. Partially fenced. Subject to non-cancellable Lease No. 05441 which expires 2/28/66. Subject to perpetual use of existing Indian cemetery (1 grave) located in approximate center of NW<math>\frac{1}{4}</math>SW<math>\frac{1}{4}</math> with access thereto from Hwy. 830. Cemeteries are protected from desecration by State law.</u>
<u>T. 2 N., R. 15 E., W.M., WASH.</u>		
3.	Van. 168	<u>MINCEAS, DEC. SW<math>\frac{1}{4}</math>NW<math>\frac{1}{4}</math> and NW<math>\frac{1}{4}</math>SW<math>\frac{1}{4}</math> Sec. 11, 80 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1-3/4 miles west of Maryhill Museum and 1/4 to 1/2 mile north of U.S. Highway 830. No public access. Subject to proper access arrangements from U.S. Highway 830 through adjoining lands. All grazing. Unfenced. Dependent upon adjoining land for livestock water. This tract and Van. 169 (below) are under one Lease No. 2636 expiring 2/28/69 which may be cancelled under specified terms. Sale of either or both subject to said lease.</u>



SCHEDULE OF LANDS TO BE SOLD  
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Item No.	Allotment No.	Land Description and Information
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Klickitat County

T. 2 N., R. 15 E., W.M., WASH.

4. Van. 169

LOUIE YOK, DEC. N $\frac{1}{2}$ NW $\frac{1}{4}$  Sec. 11, 80 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 1-1/2 miles west of Maryhill Museum and 3/4 to 1 mile north of U.S. Highway 830. No access road to allotment. Subject to proper access arrangements from U.S. Hwy. 830 through adjoining lands. All grazing. Unfenced. Dependent upon adjoining lands for livestock water. This tract and Van. 168 (above) are under one Lease No. 2636 which expires 2/28/69 and may be cancelled under specified terms. Sale of either or both subject to said lease.

5. Van. 170

QUIASKIN, DEC. N $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 2, 80 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1-1/4 to 1-1/2 miles northwest of Maryhill Museum and 3/4 mile to 1 mile north of U.S. Hwy. 830. No public access. Subject to proper access arrangements from U.S. Hwy. 830 through adjoining lands. All grazing. Unfenced. Dependent upon adjoining lands for livestock water. Subject to Lease No. 2637 expiring 2/28/69 which may be cancelled under specified terms. Any cross fences placed by lessee may be removed by the lessee within 30 days after termination of occupancy.

6. Van. 172

TUSACULLAS, DEC. S $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 2, 80 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1 mile west of Maryhill Museum and 1/2 to 3/4 mile north of U. S. Hwy. 830. No public access to property. Subject to access arrangements over adjoining lands. All grazing. Unfenced. Dependent upon adjoining lands for livestock water. No structural improvements. Sale of this tract is subject to Lease No. 2639 expiring 2/28/69 which may be cancelled under specified terms.

Skamania County

T. 3 N., R. 10 E., W.M., WASH.

7. Van. 16

GRACIE SLOUTIE, DEC. SW $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 3, 40 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 8 miles northwest of White Salmon, Wash., (west of White Salmon River) via paved State Hwy. 80, an improved gravel road and unimproved dirt road which bisects northerly portion of property, and for which there is no right of way of record, provides access. Subject to proper access arrangements over adjoining lands. Two small intermittent streams cross the property. Unfenced. No structural improvements. The land is primarily timbered with stands of Douglas fir 483,000 bd.ft., white fir 28,000 bd. ft., and western redcedar 4,000 bd.ft. The above quoted figures are not guaranteed. Property is not under lease at this time.



SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
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Klickitat County

T. 4 N., R. 10 E., W.M., WASH.

8. Van. Hstd. 832 JOHN QUAEMPTS, DEC. SE $\frac{1}{4}$ Sec. 35 (LESS a portion described as: Beginning at an iron pipe located in the southern boundary of Sec. 35, T. 4 N., R. 10 E., W.M., 648 ft., east of the 1/4 corner between Sec. 2, T. 3 N., R. 10 E., and Sec. 35, T. 4 N., R. 10 E., th., N 9°35' E., 483.1 ft., to a point; th., N 25°22' E., 322.1 ft., to a point; th., N 16°43' E., 632.7 ft., to a point in the north boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 35, T. 4 N., R. 10 E., W.M., th., N 88°13' E., 121.5 ft., along the north boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 35, to a point, th., S 13°12' W., 702.4 ft., to a point; th., S 25°45' W., 349.7 ft., to a point; th., S 1°45' E., 371.7 ft., m/l., to a point in the southern boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 35; th., S 89°13' W., 221.2 ft., along the southern boundary of said tract to the pt., of beginning and containing 5 acres, m/l, conveyed to Northwestern Electric Co., 12/19/13). containing a net acreage of 155 acres, more or less, excepting 50% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1-1/4 mi., southwest of Husum on paved black-top White Salmon-Trout Lake Highway. No direct public access to property. Subject to proper access arrangements over adjoining lands from highway. White Salmon River bisects the property. This land is timbered with stands of ponderosa pine 1,770 bd.ft., Douglas fir 1,199,320 bd.ft., western redcedar 6,390 bd.ft., white fir 59,390 bd.ft., and western hemlock 9,250 bd.ft. Above quoted figures are not guaranteed. Property is not under lease at this time. Twenty acres irrigable for which yearly assessment levied by White Salmon Irrigation District, Inc.

T. 4 N., R. 11 E., W.M., WASH.

9. Van. 47 MELY CAYUSE, DEC. E $\frac{1}{2}$ NE $\frac{1}{4}$  Sec. 20 and NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 21, 150 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 2 miles northeast of Husum, Wash., by graveled road known as Rattlesnake Road which bisects the property south to north. Rattlesnake Creek crosses the southeast corner of this land. This land is classed primarily as timbered with stands of ponderosa pine 100,110 bd.ft., Douglas fir 1,167,280 bd.ft., and white fir 58,090 bd.ft. Above quoted figures are not guaranteed. Property is not under lease at this time.

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

ITEM No.	Allotment No.	Land Description and Information
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KLICKITAT COUNTY

T. 4 N., R. 11 E., W.M., WASH.

10. Van.Hstd.408

An undivided  
26117/26460  
interest.

CHARLES WANACHPA, DEC. NE $\frac{1}{4}$  Sec. 18, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 2 miles north of Husum, Wash., on graveled road, on east side of White Salmon River. No public access to property. Subject to proper access arrangements over adjoining lands. This land is timbered with stands of ponderosa pine 299,200 bd.ft., Douglas fir 3,395,200 bd.ft., and white fir 96,000 bd.ft. The above quoted figures are not guaranteed. This property is not under lease at this time. Successful bidder will need to negotiate with non-Indian owners for purchase of their undivided interests 343/26460 in this tract. An undivided 26117/26460 trust interest is being offered for sale on this Invitation.

T. 4 N., R. 13 E., W.M., WASH.

11. Van.Hstd.303

BILL CHARLEY, DEC. S $\frac{1}{2}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 26, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1 mile southeast of Klickitat, Wash., however, there is no public access to the property. Subject to proper access arrangements over adjoining lands. The land is classed as dry farming and grazing. An intermittent stream provides water until summer months, otherwise dependent upon adjoining lands for livestock water. Partially fenced. No structural improvements. Subject to non-cancellable Lease No. 1715 expiring 2/28/67.

T. 4 N., R. 23 E., W.M., WASH.

12. W.W.31

CHEWITH (TSAWACK ALBERT), DEC. SE $\frac{1}{4}$  Sec. 7, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2 miles west of Alderdale and 1/2 mile north of highway. Access via farm road starting 2 miles north of Alderdale and proceeding west and south 1-1/4 miles and then southwest for 1-3/4 miles. No formal right of way of record. No public access to property. Subject to proper access arrangements over adjoining lands. All grazing land. Fenced on south and west boundaries. Dependent upon adjoining lands for livestock water. No structural improvements. This tract subject to non-cancellable Lease No. 1524 expiring 2/28/67. Sale of this tract subject to said lease.

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
<u>Klickitat County</u>		
<u>T. 5 N., R. 19 E., W.M., WASH.</u>		
13.	Van. 132	<u>TUMMOWLOWLIL, DEC.</u> Lots 1 and 2 and E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 31, 156.65 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 6 miles southwest of Cleveland, Wash., and 8-1/2 miles north of Goodnoe Hills. Access per farm road, leaving Cleveland, Rock Creek Road and proceeding south. No public access to this property. Subject to proper access arrangements over adjoining lands. All Grazing land. Unfenced. Harrison Creek bisects the southeastern portion of the property, along northern and western slope of Harrison Creek are several undeveloped springs which appear to furnish sufficient water for livestock during periods of normal precipitation. No structural improvements. Subject to non-cancellable Lease No. 05241 expiring 2/28/65.
<u>T. 5 N., R. 23 E., W.M., WASH.</u>		
14.	W.W. 27	<u>MYUTE (BILLIE) DEC.</u> SW $\frac{1}{4}$ Sec. 34, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2-1/4 miles north of Alderdale on graveled county road (No. 509, Six-Prong-Alder Creek) which bisects the property. No right of way of record. Best use as grazing. Six-Prong and Alder Creeks traverse southern portion of property. This tract subject to non-cancellable Lease No. 1524 expiring 2/28/67. Sale of this tract subject to said lease.
<u>Yakima County</u>		
<u>T. 10 N., R. 20 E., W.M., WASH.</u>		
15.	Yak. 305 $\frac{1}{2}$	<u>HENRY CHARLEY, DEC.</u> NE $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22, 70 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2 miles south of Toppenish, Wash., on Primary State Hwy. 8 and 1/4 mile east on Ford Rd. for which there is no formal right of way of record. The land is pasture. No water is presently available to the property. Fenced. Subject to Lease No. 2494 which expires 2/28/69 and may be cancelled under specified terms.

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
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YAKIMA COUNTY

T. 13 N., R. 17 E., W.M., WASH.

16. Cowiche  
Homestead

SALOOSKIN, DEC. NE/SE/ Sec. 4, 40 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 3 miles south of Cowiche, Wash. Access is by county paved and graveled roads. Pioneer Way Rd. bisects the southwesterly portion of this property. Best use is for irrigated crop production and potential orchard production. Partially fenced. A one-story frame building, in poor condition, is located on the property. Property has a court adjudicated water right for eight acres of Class 6C water from Cowiche Creek. Subject to Lease No. 2721 expiring 2/ 28/67 which may be cancelled under specified terms. Subject to perpetual use of existing Indian cemetery, with access thereto (approx 1/4 acre) located in center of allotment. Cemeteries are protected from desecration by State law. Bidders should examine County records and confirm court adjudicated water right.

ISSUED BY: Superintendent  
Yakima Indian Agency  
Toppenish, Washington

DATE: March 4, 1964

INVITATION NO. 1-64 BIDS WILL BE RECEIVED  
UNTIL AND OPENED AT 2:00 p.m., LOCAL TIME

DATE April 7, 1964 AT Yakima  
Indian Agency, Toppenish, Washington

INVITATION FOR BIDS

Sealed bids in duplicate, subject to the terms and conditions of this invitation, its schedule and stipulated provisions, will be received at the above office until above designated time and at that time publicly opened. All bids are subject to acceptance and approval by the Area Director. The right is reserved to reject any and all bids and to disapprove any transaction at any time prior to final approval of a deed or issuance of a fee patent, in accordance with 25 CFR 121. Bids on Indian land offered for sale must be accompanied by a cashier's check, certified check, postal money order, or United States Treasurer's check payable to the Bureau of Indian Affairs for not less than 10% of the total offer made.

General information and instructions to bidders are contained in the Instructions to Bidders, Terms and Conditions of the Invitation for Bids, which is a part hereof. For detailed information call or write Superintendent, Yakima Indian Agency,  
P. O. Box 632, Toppenish, Washington. Phone No. TO 5-6505

SCHEDULE OF BIDS

Item No.	Allotment Number	No. of Acres	Amount of Bid	Item No.	Allotment Number	No. of Acres	Amount of Bid

The undersigned agrees that if the amount offered for any item or items in the above be accepted, he will within 30 calendar days from date of receipt of notice of award deposit with the issuing officer, Bureau of Indian Affairs, the full amount of his offer, with stipulated sales fees, and that failure to make such deposit within the specified time will constitute a forfeiture of 10% of the amount offered on each such item.

Signature of Bidder

Name of Bidder (Print or Type)

Address (Print or Type)

NOTICE OF AWARD TO SUCCESSFUL BIDDER

You are hereby notified that you are the successful bidder on the following items:

Balance of the purchase price in the amount of \$ shall be remitted to the above  
issuing office not later than: Date

REMITTANCE SHOULD BE MADE  
BY CASHIER'S CHECK, CERTI-  
FIED CHECK, POSTAL MONEY  
ORDER, OR UNITED STATES  
TREASURER'S CHECK, made

payable to the Bureau of Indian Affairs.

Area Director

SALES FEES ARE AS FOLLOWS:

TRIBAL	PURCHASE PRICE
\$20.00	\$1000 or less
25.00	1000 to 2000
30.00	2000 to 3000
40.00	3000 to 4000
50.00	4000 to 5000
65.00	5000 to 7500
75.00	7500 and over

1. MARKING AND MAILING BIDS - Bids, with their guarantees, must be securely sealed in suitable envelopes, addressed to the issuing office and marked on the outside with the invitation number and date of opening, both of which may be found in the block opposite the name of the issuing office on the front of this form.
  2. PREPARATION OF BIDS - Unless otherwise directed in the invitation, bids shall be submitted in duplicate. Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitations, and these instructions, is necessary. Special care should be exercised in the preparation and submission of bids to assure full compliance with the invitation and instructions. All item numbers and prices shall be fully and clearly set forth. Copies of the bid shall be identical. The proper blank spaces in the bid shall be suitably filled in.
  3. SIGNATURE TO BIDS - Each bid must give address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the State or States of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "agent," or other designation without disclosing his principal, may be held to the bid of the individual signing. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
  4. CORRECTIONS - Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
  5. TIME FOR RECEIVING BIDS - Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.
  6. WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
  7. BIDDERS PRESENT - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others interested, who may be present either in person or by representative.
  8. AWARD OR REJECTION OF BIDS - The award will be made to the highest bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of the Indian owner and the United States to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Area Director, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Indian owner or the United States.
  9. ERRORS IN BID - Bidders or their authorized agents are expected to examine the maps, circulars, schedule, and all other instructions pertaining to the invitation to bid which will be open to their inspection. They are also expected to make an examination of the premises to observe all physical conditions, apparent encumbrances, access, etc. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid or in his understanding of the circumstances.
  10. Government appraisals of the herein described property will not be made available to the general public.
  11. The land herein advertised for sale will be sold subject to existing leases of record with the Bureau of Indian Affairs. Rents for the contract year in which the sale is completed will be apportioned between the seller and the purchaser as of the date of approval and delivery of a deed or issuance of a fee patent. In the event authorized advance rental payments, beyond the contract year in which the sale is completed by the approval and delivery of a deed or issuance of a fee patent, have been collected by the Indian owner, such amounts will be deducted from the purchase price.
  12. Occupancy of lands purchased which lie within designated range units will be transferred to the purchaser at the end of the pay period following delivery of an approved deed or issuance of a fee patent. Grazing fees for the permit pay period during which a sale is completed by the approval and delivery of a deed or issuance of a fee patent will be apportioned in the same manner as rentals.
  13. When the Indian land offered for sale is irrigable under a Federal Irrigation Project and the land has been designated as being part of a project, there exists, in accordance with existing laws, a lien on the land for the payment of unpaid construction costs. The purchaser, if other than an Indian, will be required to enter into a contract for the payment of such charges and costs on a per acre basis. The contract will provide for annual payment of these charges on a due date of each year. Any or all delinquent operation and maintenance charges are to be deducted from the proceeds of the sale.
  14. Minerals, including oil and gas, are to be sold with the land advertised unless reserved as indicated on the attached Schedule.
  15. The lands listed herein are to be sold, subject to all valid existing easements and rights of way.
  16. Title to land sold as a result of this advertisement will be conveyed in a fee simple status by either patent in fee or approved deed, except as may be otherwise noted.
  17. Pursuant to the provisions of Section 121.14, Title 25 Code of Federal Regulations, tracts of land advertised for sale in this advertisement, on which the tribe has unsuccessfully sought a preference to meet the high bid, may be subject to oral bidding following the opening of sealed bids. The tracts which may be subject to oral bidding have been identified in the attached schedule of lands to be sold by the statement: "This may be subject to oral bidding in accordance with the Terms and Conditions of the Invitation for Bids." The tracts of land so identified will be subject to oral bidding following the opening of the sealed bids only if the following conditions prevail:
    - (a) One or more acceptable bids have been submitted on the tract.
    - (b) A sealed bid other than the high bid has been submitted on the tract by the \_\_\_\_\_ Tribe.
- Upon opening of the sealed bids, said bids will be tabulated and the Superintendent or his duly authorized representative will determine those tracts which will be offered for oral bidding. He will publicly announce by item number those tracts which will be so offered and will also announce the names of the bidders who are eligible to participate in the oral bidding on each tract. The oral bidding may be held immediately after the opening of the sealed bids, or it may be continued to another date and time to be announced. Bidders in the oral auction will be limited on each tract to those who submit sealed bids thereon which equal or exceed 75 percent of the appraised value of the tract, and to the \_\_\_\_\_ Tribe. In order to qualify and participate in the oral bidding, the bidder must be present in person or by representative under written authorization. At the conclusion of the oral bidding, the highest bidder will be required to increase the amount of his deposit to not less than 10 percent of the amount bid.
18. WARNING TO ALL BIDDERS - All bidders are warned against violation of 18 U.S.C. 1860, prohibiting unlawful combination or intimidation of bidders.



NOTE: This sale is also subject to the following terms and conditions:

Successful bidders are required to bear the expense of revenue stamps and recording fees for legal documents required in the chain of title.

If title is to be conveyed to a party or parties other than that shown as the bidder, please make full notation on the bid.

Bids on more than one item may be made on this form, however, the specific amount of bid on EACH ITEM must be shown and a SEPARATE CHECK for the 10% deposit must be included for EACH ITEM.

No bid for less than the appraised value of the land will be considered. Deposits of unsuccessful bidders will be immediately returned to them upon receipting for same.

Each tract is sold subject to existing easements for rights of way, and/or other legal instruments of record. (In some instances specific right of way arrangements may be required for proper access)

Bidders should inspect the advertised items as to access, type and character of land as well as timber volumes and species as they are not guaranteed. Covering leases should also be examined as to terms, restrictions, etc.

Bidders are advised that personal checks WILL NOT be accepted. As stated on the face of this invitation, all monies submitted with bids or as payment for balance of consideration and sales fees MUST BE by Cashier's Check, Certified Check, Postal Money Order or United States Treasurer's Check, made payable to the Bureau of Indian Affairs.

The Department does not regard a sale as having been made or consummated until actual delivery of the deed to the purchaser or issuance of the patent in fee simple.

*Melvin L. Robertson*  
For Melvin L. Robertson, Superintendent  
Yakima Indian Agency



NOTE: This sale is also subject to the following terms and conditions:

Successful bidders are required to bear the expense of revenue stamps and recording fees for legal documents required in the chain of title.

If title is to be conveyed to a party or parties other than that shown as the bidder, please make full notation on the bid.

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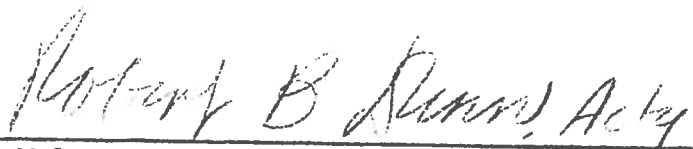
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Bidders are advised that personal checks WILL NOT be accepted. As stated on the face of this invitation, all monies submitted with bids or as payment for balance of consideration and sales fees MUST BE by Cashier's Check, Certified Check, Postal Money Order or United States Treasurer's Check, made payable to the Bureau of Indian Affairs.

The Department does not regard a sale as having been made or consummated until actual delivery of the deed to the purchaser or issuance of the patent in fee simple.

For   
Melvin L. Robertson, Superintendent  
Yakima Indian Agency

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

ITEM No.	Allotment No.	Land Description and Information
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Klickitat County

T. 4 N., R. 11 E., W.M., WASH.

10. Van.Hstd.408

An undivided  
26117/26460  
interest.

CHARLES WANACHPA, DEC. NE $\frac{1}{4}$  Sec. 18, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 2 miles north of Husum, Wash., on graveled road, on east side of White Salmon River. No public access to property. Subject to proper access arrangements over adjoining lands. This land is timbered with stands of ponderosa pine 299,200 bd.ft., Douglas fir 3,395,200 bd.ft., and white fir 96,000 bd.ft. The above quoted figures are not guaranteed. This property is not under lease at this time. Successful bidder will need to negotiate with non-Indian owners for purchase of their undivided interests 343/26460 in this tract. An undivided 26117/26460 trust interest is being offered for sale on this Invitation.

T. 4 N., R. 13 E., W.M., WASH.

11. Van.Hstd.303

BILL CHARLEY, DEC. S $\frac{1}{2}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 26, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approx. 1 mile southeast of Klickitat, Wash., however, there is no public access to the property. Subject to proper access arrangements over adjoining lands. The land is classed as dry farming and grazing. An intermittent stream provides water until summer months, otherwise dependent upon adjoining lands for livestock water. Partially fenced. No structural improvements. Subject to non-cancellable Lease No. 1715 expiring 2/28/67.

T. 4 N., R. 23 E., W.M., WASH.

12. W.W.31

CHEWITH (TSAWACK ALBERT), DEC. SE $\frac{1}{4}$  Sec. 7, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2 miles west of Alderdale and 1/2 mile north of highway. Access via farm road starting 2 miles north of Alderdale and proceeding west and south 1-1/4 miles and then southwest for 1-3/4 miles. No formal right of way of record. No public access to property. Subject to proper access arrangements over adjoining lands. All grazing land. Fenced on south and west boundaries. Dependent upon adjoining lands for livestock water. No structural improvements. This tract subject to non-cancellable Lease No. 1524 expiring 2/28/67. Sale of this tract subject to said lease.

figures are not guaranteed. Property is not under lease at this time.

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
<u>Klickitat County</u>		
<u>T. 5 N., R. 19 E., W.M., WASH.</u>		
13.	Van. 132	<u>TUMMOWLOWLIL DEC.</u> Lots 1 and 2 and E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 31, 156.65 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 6 miles southwest of Cleveland, Wash., and 8-1/2 miles north of Goodnoe Hills. Access per farm road, leaving Cleveland, Rock Creek Road and proceeding south. No public access to this property. Subject to proper access arrangements over adjoining lands. All Grazing land. Unfenced. Harrison Creek bisects the southeastern portion of the property, along northern and western slope of Harrison Creek are several undeveloped springs which appear to furnish sufficient water for livestock during periods of normal precipitation. No structural improvements. Subject to non-cancellable Lease No. 05241 expiring 2/28/65.
<u>T. 5 N., R. 23 E., W.M., WASH.</u>		
14.	W.W. 27	<u>MYUTE (BILLIE) DEC.</u> SW $\frac{1}{4}$ Sec. 34, 160 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2-1/4 miles north of Alderdale on graveled county road (No. 509, Six-Prong-Alder Creek) which bisects the property. No right of way of record. Best use as grazing. Six-Prong and Alder Creeks traverse southern portion of property. This tract subject to non-cancellable Lease No. 1524 expiring 2/28/67. Sale of this tract subject to said lease.
<u>Yakima County</u>		
<u>T. 10 N., R. 20 E., W.M., WASH.</u>		
15.	Yak. 305 $\frac{1}{2}$	<u>HENRY CHARLEY, DEC.</u> NE $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22, 70 acres, more or less, excepting 100% of all minerals, including oil and gas, but excluding sand and gravel, together with the right to prospect for, mine and remove same, reserved by sellers. Approximately 2 miles south of Toppenish, Wash., on Primary State Hwy. 8 and 1/4 mile east on Ford Rd. for which there is no formal right of way of record. The land is pasture. No water is presently available to the property. Fenced. Subject to Lease No. 2494 which expires 2/28/69 and may be cancelled under specified terms.

SCHEDULE OF LANDS TO BE SOLD  
(Attachment to Form 5-114)

Item No.	Allotment No.	Land Description and Information
-------------	------------------	----------------------------------

YAKIMA COUNTY

T. 13 N., R. 17 E., W.M., WASH.

16. Cowiche  
Homestead

SALOOSKIN, DEC. NE $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 4, 40 acres, more or less,  
excepting 100% of all minerals, including oil and gas, but  
excluding sand and gravel, together with the right to pros-  
pect for, mine and remove same, reserved by sellers.  
Approximately 3 miles south of Cowiche, Wash. Access is  
by county paved and graveled roads. Pioneer Way Rd.  
bisects the southwesterly portion of this property. Best  
use is for irrigated crop production and potential orchard  
production. Partially fenced. A one-story frame building,  
in poor condition, is located on the property. Property  
has a court adjudicated water right for eight acres of  
Class 6C water from Cowiche Creek. Subject to Lease No.  
2721 expiring 2/ 28/67 which may be cancelled under  
specified terms. Subject to perpetual use of existing  
Indian cemetery, with access thereto (approx 1/4 acre)  
located in center of allotment. Cemeteries are protected  
from desecration by State law. Bidders should examine  
County records and confirm court adjudicated water right.

ISSUED BY: Superintendent  
Yakima Indian Agency  
Toppenish, Washington

DATE: March 4, 1964

INVITATION NO. 1-64 BIDS WILL BE RECEIVED  
UNTIL AND OPENED AT 2:00 p.m., LOCAL TIME  
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Indian Agency, Toppenish, Washington

INVITATION FOR BIDS

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P. O. Box 632, Toppenish, Washington Phone No. TO 5-6505

SCHEDULE OF BIDS

Item No.	Allotment Number	No. of Acres	Amount of Bid	Item No.	Allotment Number	No. of Acres	Amount of Bid

The undersigned agrees that if the amount offered for any item or items in the above be accepted, he will within 30 calendar days from date of receipt of notice of award deposit with the issuing officer, Bureau of Indian Affairs, the full amount of his offer, with stipulated sales fees, and that failure to make such deposit within the specified time will constitute a forfeiture of 10% of the amount offered on each such item.

Signature of Bidder

Name of Bidder (Print or Type)

Address (Print or Type)

NOTICE OF AWARD TO SUCCESSFUL BIDDER

You are hereby notified that you are the successful bidder on the following items:

Balance of the purchase price in the amount of \$ shall be remitted to the above  
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REMITTANCE SHOULD BE MADE  
BY CASHIER'S CHECK, CERTI-  
FIED CHECK, POSTAL MONEY  
ORDER, OR UNITED STATES  
TREASURER'S CHECK, made

payable to the Bureau of Indian Affairs.

Area Director

SALES FEES ARE AS FOLLOWS:

TRIBAL	PURCHASE PRICE
\$20.00	\$1000 or less
25.00	1000 to 2000
30.00	2000 to 3000
40.00	3000 to 4000
50.00	4000 to 5000
65.00	5000 to 7500
75.00	7500 and over