

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

ROZA DIVISION, YAKIMA PROJECT, WASHINGTON

Agreement for Sale of Excess Lands

THIS AGREEMENT, made this day of
19____, under the provisions of the Act of Congress 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, represented by the contracting officer
executing this contract, and

hereinafter referred to as the Landowner.

WITNESSETH, that:

2. WHEREAS, the Landowner is the owner of the following
described lands located on that certain reclamation project of
the United States known as the Roza Division of the Yakima
Project, to wit:

of which lands a certain tract (or tracts) containing not to exceed 160 acres of irrigable land, and described as follows:

is (are) hereby designated as "non-excess land" within the meaning of Article 29 of the contract of December 13, 1935, between the United States and the ~~Yakima-Benton~~ ^{804A} Irrigation District, and the remainder of the irrigable area of said lands first described is designated "excess land" as defined in said Article 29 of said contract as recorded in the records of Yakima County, Washington, on March 18, 1936, beginning at page 20, Book 323 of the Records of Deeds, and in the records of Benton County, Washington, on April 10, 1936, beginning at page 312, Book 66 of the Records of Deeds; and

3. WHEREAS, said excess land has been appraised at the following prices:

as provided in Article 29 of said contract; and

4. WHEREAS, the said Act of Congress of June 17, 1902, prohibits the delivery of water for more than 160 irrigable acres in the ownership of any one person; and

5. WHEREAS, the United States has begun the construction of the Roza Division of the Yakima Project and the landowner desires that the United States continue the construction of the irrigation works of the said Roza Division of the Yakima Project; and

6. WHEREAS, the Secretary of the Interior considers that it is essential to the success of the project that the owners of said "excess land" agree to subdivide and sell said lands to actual settlers at reasonable prices in farm units of suitable size to support a family;

7. NOW, THEREFORE, In consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and the benefits of the construction by the United States of irrigation works in the vicinity of the lands of the said Landowner, the Landowner agrees if and so far as said excess land has not theretofore been sold at bona fide sale at or below the said appraised prices (plus the value of improvements, if any, placed upon said land after the date of this contract, and construction charges, if any, paid to the United States on account of said land and the amount, not exceeding Two Dollars (\$2.00) per acre, paid on account of said land on irrigation district assessments for district purposes, the value of such improvements to be determined by appraisal in the manner provided in subdivisions B, C and F of Article 28 of said contract of December 13, 1935, between the United States and the ~~Yakima~~ ^{Roza} Benton Irrigation District) that upon notice from the Secretary of the Interior that water is ready for delivery to the above described land or any part thereof, the Landowner will promptly and within thirty (30) days after the date of such notice, offer for sale at prices not exceeding the said appraised prices, as stated above, all that part of the excess lands above described not theretofore sold, as aforesaid, for which the Secretary of the Interior shall advise that water is ready for delivery, and the Landowner further agrees to offer said lands for sale in farm units of not more than eighty (80) irrigable acres in each unit, and will not sell nor convey more than eighty (80) irrigable acres to any one person.

8. It is further agreed that in selling such land the Landowner will endeavor to sell the same to actual bona fide settlers, and to aid in such purpose it is agreed that the contracts of sale and deeds of conveyance in connection with the transfer of the above described land shall require the purchaser to irrigate, cultivate and reclaim at least one-half ($\frac{1}{2}$) of the irrigable acreage thereof

within two years, three-fourths (3/4) of the irrigable acreage thereof within three years from the date water is available for the irrigation of said land, and shall provide for reversion of title to the grantor in case of failure of the grantee to irrigate, cultivate and reclaim the area specified therein.

9. It is further agreed that the Secretary of the Interior and his successors in office shall be and hereby are duly authorized and empowered by power of attorney, to sell at the prices above specified any part of the above described excess lands, legal and equitable title to which shall one year after the date of the notice from the Secretary of the Interior that water is ready for delivery to such land stand in the name of the Landowner. And the said Landowner, for himself, his successors and assigns, does by this agreement make, constitute and appoint the Secretary of the Interior (and his successors in office) his lawful attorney, effective one year after the date of said notice, to sell and transfer any or all of the above described lands to whom the Secretary of the Interior may deem best and on the terms and the conditions herein defined, and at the appraised prices aforesaid giving and granting unto the Secretary of the Interior full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the sale of said lands as fully and to all intents and purposes as the Landowner may do, to effect full compliance with the terms of this agreement, this power, once becoming effective, being irrevocable for a period of 10 years.

10. After the landowner shall have executed this contract and made payment of one-half of the construction charges (as determined by the Secretary of the Interior) on said land, the said excess land shall be subject to Article 28 of contract between the United States and the ~~Yakima-Benton~~ ^{ROZA} Irrigation District dated December 13, 1935. Until at least one-half of the construction charges against the said excess land covered by this contract shall have been paid, no sale of any land shall carry the right to receive water unless and until the purchase price involved in such sale is approved by the Secretary of the Interior. Upon proof of fraudulent representation as to the true consideration involved in any of such sales, the Secretary of the Interior is hereby authorized to cancel the water right attaching to the land involved in such fraudulent sale.

11. This agreement is not the recordable contract provided for in Article 28, Section A, of the contract of December 13, 1935, between the United States and the ~~Yakima-Benton~~ ^{ROZA} Irrigation District and this contract shall not be considered in any way as a substitute for the recordable contract provided for in said Article 28-A of said contract, but is in addition thereto; and

it is fully understood and agreed that the provisions hereof are in addition to and not a substitute for the provisions of Article 28 of said contract of December 13, 1935. The Landowner is bound by said contract of December 13, 1935, and particularly by the provisions of Article 29 thereof. This contract is not to be effective until approved by the Commissioner of the Bureau of Reclamation.

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 herefrom, 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 caused this contract to be executed the day and year first above written.

UNITED STATES OF AMERICA

By _____

ATTEST:

LANDOWNER

Approved: