CFR 1141

Doris Knox

## Oregon Agricultural Education Foundation

## Century Farm \& Ranch Program Application



Type of designation (please check) Century Farm $\square$ Century Ranch

$\longrightarrow$
Contact name (if different than legal owner) $\qquad$

Mailing address of Contact


Contact Telephone $\qquad$ Contact E-mail address


County $\qquad$
Distance $2+\frac{5}{2}$ mil from nearest town $\qquad$


Township
 Range $\mathcal{W}$ $\qquad$ Section $\qquad$ originally , Hi ARetes
$\qquad$

$\qquad$

GPS (Global Positioning System) Coordinates, if known: $\qquad$ $\rightarrow$

Century Farm \& Ranch Program Application - Continued

Founders):

(Attach verifying documentation. See Application Qualification \#7)

Who farms or ranches the land today?


History of buildings:

$\theta 6$ daughter Clara Knox
fred

Are any of the original buildings still in use? $\square$ Yes No
If yes, please describe the buildings and their former and current use:

Are any of the buildings listed on the National Register of Historic Places? If, "yes", please describe:

History of crops or livestock raised on farm or ranch:
What were the early crops of livestock? hay. oats, Turnips, cattle-beef d dairy, chickens. eggs z many were cash crops' Ding catting millatprized calves were sold.
How many acres were included in original farm or ranch? 141
How did the crops / livestock / use of farm or ranch change over the years?
Fred Wring depression amy parents
sausage t pedal nat, butch ered pigs, made Sausage predated it un partlarg, man now deceased e her husband vier Alice
started their
nursery there Holden started their nursers there Mold parents had a grade y A egest My


## Statement of Affirmation


herebv affirm and declare that the farm or ranch which I own at Redacted for Privacy
$\qquad$ , in the county of $W 0 \in S$ sng $T \& n$ has been owned by my family for at least 100 continuous years, as specified in the qualifications for the Century Farm \& Ranch Program, on or before December 31 of the current calendar year. Further, I hereby affirm that this property meets all other requirements for Century Farm or Ranch honors, including that the farm or ranch has a gross income from farming or ranching activities of not less than $\$ 1,000$ per year for three out of the five years immediately preceding making this statement. I understand that the application materials will become property of the Oregon Historical Society Library and be made available for public use. By signing below, I understand that I am consenting to the use of both information and photographs.


## Certification by Notary Public



Be it remembered, that on this 29 day of $\qquad$ ,2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Dovis hnox $\qquad$ , known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that $\qquad$ executed the same freely and voluntarily.

In Testimony Whereof, I have set my hand and affixed my official seal the day and year last above written.


## Fees

Application Fee (includes one certificate)


Total enclosed
\$ 65.00
\$HC

Make checks payable to:
Oregon Agricultural Education Foundation or OAEF

For office use only
Date Received $\qquad$

Approved?
Authorization


Century Farm \& Ranch Program Coordinator
OHS Library
MSS 1604 Program ID No. $\qquad$

Mamicly fistory shy Gzardporent monnedin 1888 and hosme steaded ha bie
 isons, Wcehanc, Xloyd, Rogot, aned. my'dad, to our osesent hinde form Lons gucrold s Stem were dorin here.

Dhy all formed - exuriwally yust Rerel Malpte, 1 Hylems remoined on the place
a grew ys there wizh mys grandopar (hill he possed when, e was about 6), uncles Rafoch Wlern, paristr Desed. Clara Inot and sister Alice
soily forming was towin weth horse tiams i lols of houd, hand worb. along came tincks, tractorn © celechrisity wo the HOS a big changi. fersey parints Wead a toppequteree Forsey grake sictiond bourd 34
yeares, high sckook brart 17 ajeard, active along with. mom in fersey erepsts and Guisor salas, and was instrumestal is gittireg relectricity to our arex. Im prosid of my famslijs achirenmeste.
Rois Kinor

## INDIRECT INDEX TO DEEDS.-WashingTon County.






## BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, herinafter called Grantor, for and in consideration of the conveyance to it of certain lands by FRED KNOX and CLARA E. KNOX, husband and wife, does hereby grant, bargain, sell and convey unto FRED KNOX and CLARA E. KNOX, husband and wife, hereinafter called Grantees, in pursuance of the Act of June 17, 1902 (32 Stat. 388), the Act of October 15, 1966 ( 80 Stat. 926), and acts amendatory thereof or supplementary thereto, all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Washington, State of Oregon, described as follows, to wit:

## PARCEL NO. 1 (Fee Title)

All that portion of the USBR Property described in Parcel 2 in Book 827 of Deeds on Pages 429-430, lying in the West half of the Northwest quarter ( $\mathrm{W} 1 / 2 \mathrm{NW} \cdot 1 / 4$ ) of Section Twenty-one (21), a part of the Norman Martin D.L.C. Fifty-two (52), Township One (1) South, Range Four (4) West, Willamette Meridian, and described as follows:

Beginning at a point, which point is South $89^{\circ} 40^{\prime}$ West 1,620.3 feet from the Northwest corner of the Southeast half of said D.L.C. 52; thence South $21020^{\prime}$ West 100.0 feet to USBR Brass Cap No. 8; thence North $68040^{\prime}$ West 188.7 feet to USBR Brass Cap No. 7; thence North $01004^{\prime}$ East 324.5 feet to USBR Brass Cap No. 10; thence South $68040^{\prime}$ East 312.5 feet to USBR Brass Cap No. 9; thence South $21^{\circ} 20^{\prime}$ West 200.0 feet to the point of beginning. Said parcel contains 1.73 acres, more or less.

## PARCEL NO. 2: (Perpetual Tunnel Easement)

Also all that portion of the USBR Property described in
Parcel 4 in Book 827 of Deeds on Page 432, lying in the
South half of the Northwest quarter ( $51 / 2 \mathrm{NW} 1 / 4$ ) of
Section Twenty-one (21), a part of the Norman Martin D.L.C.
Fifty-two (52), Township One (1) South, Range Four (4)
West, Willamette Meridian, included within a strip of
land measured at right angles to the centerline, being thirty (30) feet on the right and on the left of the following described centerline:

Beginning at a point on the Southeasterly boundary of said D.L.C. 52, which point is distant South $43050^{\prime}$ West 651.5 feet from the Northwest corner of the Southeast half of said D.L.C. 52 ; thence North $68^{\circ} 30^{\prime}$ West 1,256. 4 feet to the point of terminus, which point is distant North $21^{\circ} 20^{\prime}$
East 100.0 from USBR Brass Cap No. 3 and also is
distant South $89040^{\prime}$ West 1,620.3 feet from the
Northwest corner of the South half of said D.L.C. 52.
The sideline boundaries of said strip are to be shortened or extended so as to begin on said Southeasterly boundary and end on a line drawn through the point of terminus on a bearing on North $21^{\circ} 20^{\prime}$ East. Said parcel contains 7.73 acres, more or less.

All bearings are based on True North.

SUBJECT to presently used right-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph and power transmission lines created in favor of the public or public utilities.

TO HAVE AND TO HOLD the same unto the said Grantees and their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this document
this
day of , 197 .

UNITED STATES OF AMERICA
By $\frac{5 / f 1 \text { Regional Director }}{\text { Btivers }}$
Activy $\begin{aligned} & \text { Regional Northwest Region }\end{aligned}$ Bureau of Reclamation Box 043, Boise, Idaho
STATE OF IDAHO
County of $\quad\left\{\begin{array}{l}\text { SS. }\end{array}\right.$

Fd Thom On this day of , 197 , before me , a notary public, personally appeared A.P.St, vers, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.


## WARRANTY DEED

THIS INDENTURE, made this day of , 19 ,
between FRED KNOX and CLARA E. KNOX, husband and wife, Grantors, and the UNITED STATES OF AMERICA, and its assigns, Grantee,

WITNESSETH: That the said Grantors, for and in consideration of the conveyance to them of certain lands by the United States of America in pursuance of the Act of June 17, 1902 (32 Stat. 388), the Act of October 15, 1966 ( 80 Stat. 926), and acts amendatory thereof or supplementary thereto, have granted, bargained, and sold and by these presents do grant, bargain, sell, convey, and confirm unto the United States of America, and its assigns forever, their interest in the following described lands, such lands being situated in the County of Washington, State of Oregon, to wit:

All that portion of the Knox Tract described in Book 195 of Deeds on Page 205, Tying in the Northwest quarter of the Northeast quarter of the Southwest quarter (NW 1/4 NE 1/4 SW 1/4) and the South half of the South half of the Northwest quarter (S1/2 S1/2 NW 1/4) all in Section Twenty-one (21), a part of the Norman Martin D.L.C. Fifty-two (52), Township One (1) South, Range Four '(4) West, Willamette Meridian, and described as follows:

Commencing at the Northwest corner of the Southeast half
of said D.L.C. 52, thence South $43^{\circ} 50^{\prime}$ West 1,633.7 feet to a point on the Northwesterly boundary of said Southeast half of D.L.C. 52, which point is the TRUE POINT OF BEGINNING; thence continuing South $43050^{\prime}$ West 150.0
feet to USBR Brass Cap No. 1; thence North $79^{\circ} 55^{\prime}$ West
171.66 feet to USBR Brass Cap No. 2; thence North 280 30' West 254.57 feet to USBR Brass Cap No. 3; thence North $24^{\circ} 20^{\prime}$ West 101.65 feet to a point; thence South $60^{\circ} 47^{\prime}$ East 497.4 feet to the point of beginning. Said parcel contains 1.41 acres, more or less.

All bearings are based on True North.
SUBJECT to presently used rights-of-way for canals, ditches,
flumes, pipelines, railroads, highways, roads, telephone, telegraph and power transmission lines, created in favor of the public or public utilities and to such other rights-of-way, reservations or interests as the United States determines are not objectionable.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity, of the said Grantors.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the UNITED STATES OF AMERICA, and its assigns forever. And the said Grantors and their heirs, the said premises in the quiet and peaceful possession of the UNITED STATES OF AMERICA, and its assigns, against the said Grantors, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands and seals as of the day and year first above written.
$\qquad$ (SEAL)
Fred Knox
$\qquad$
Clara E. Knox

STATE OF OREGON
County of ss.

On this day of , 19 , before me
the undersigned officer, personally appeared FRED KNOX and CLARA E. KNOX, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as their free and voluntary deed and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal as of the day and year first above written.


Notary Public in and for the
State of Oregon
Residing at:
My commission expires:

| 396 IMA OWNER | 100 | 57 |  |
| :--- | :--- | :--- | :--- |
| A | RR BOX 247 |  |  |
| OW ANYWHERE USA |  |  | 1977 CROPS |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  | $5-77$ |

$\frac{\text { GRAIN }}{\text { Wheat • . . . . . . . }} 7.8$

| CROPS |  |
| :---: | :---: |
| Clover | 7.0 |
| $\frac{\text { ROW CROPS }}{\text { Vegetables }}$ |  |
| Small Fruits | 3.6 |
| HAY Alfalfa . . . . 5.0 |  |
| Grass and/or Clover . . . 2.0 |  |
| Other (Specify) |  |
| PASTURE . . . . . . . . 5.2 |  |
| ORCHARD . | 2.8 |
| $\frac{\text { OTHER CROPLAND }}{\text { Idle }}$ | 1.0 |

TOTAL CROPLAND • 57 Acres
This tract will be considered to have zero planted acreage if report is not filed.


THIS CONTRACT, made this
day of
in pursuance of the 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

Fred Milton Knox and Clara E. Knox, his wife<br>Ralph Virgil Knox, a single man<br>Glenn Milam Knox, a single man

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 Washington , State of Oregon
to-wit:

Part of the N. Martin D.L.C. in Township I South, Range 4 West, W.M., Washington County, Oregon, described as follows:

Beginning at the Southwest corner of said D.L.C. and running thence South $48^{\circ} 30^{\prime}$ East on the South line 23.90 chains; thence North $41^{\circ} 00^{\prime}$ East 38.65 chains to a post in the center of the County Road; thence North $51^{\circ} 30^{\prime}$ West, on the center of the County Road, 23.60 chains, more or less, to a point in the West line of said Martin Claim; thence South $41^{\circ} 30^{\circ}$ West 37.39 chains to the place of beginning. Also, beginning at the Northwest corner of said D.I.C. and running thence South $48^{\circ} 30^{\circ}$ East 23.75 chains to the Northeast corner of the Baker tract; thence South $41^{\circ} 30^{\circ}$ West, on the East line of the Baker tract, 29.50 chains to the center of the County Road; thence North $51^{\circ} 30^{\circ}$ West along said County Road 23.45 chains, more or less, to the West line of said Martin Claim; thence North $41^{\circ} 11^{\prime}$ East on said West line 30.67 chains to the place of beginning. Excepting therefrom a road 100 feet in width conveyed to Stimson Lumber Company by deed recorded in Deed. Book 279, pages 267 to 272 (incl.). Also excepting therefrom part of said D.L.C. described as follows: Beginning at the Southwest corner of the N. Martin D.L.C. in Township I South, Range 4 West; thence South $48^{\circ} 30^{\circ}$ East on the South line 11.00 chains; thence North $41^{\circ} 30^{\prime}$ East 23.50 chains to the center of Scoggins Creek; thence up said creek course Northwesterly 11.00 chains, more or less, to the intersection of the West Boundary of said claim; thence South $41^{\circ} 30^{\circ}$ West 21.50 chains to the place of beginning. Also excepting therefrom that part of said D.L.C. lying North and East of the following described line: From a point on the Northeasterly line of said D.I.C. described as the Northwest corner of a tract of land conveyed to Frank I. Plinkiewisch, et ux, by deed recorded in Film Record Book 618, page 518, proceed Southwesterly along the Northwesterly line of said Plinkiewisch tract and Southwesterly extension thereof 1783.74 feet to the point of beginning. Thence North $80^{\circ} 20^{\prime} 30^{\prime \prime}$ West 171.66 feet; thence North $28^{\circ} 55^{\prime} 31^{\prime \prime}$ West $25^{\prime} .57$ feet; thence North $24^{\circ} 46^{\circ}$ 14" West 400.59 feet; thence North $16^{\circ} 27^{\circ} 42^{\prime \prime}$ West 400.59 feet; thence North $8^{\circ} 06^{\prime} 21^{\prime \prime}$ West 247.73 feet; thence South $59^{\circ} 06^{\circ} 08^{\prime \prime}$ East 188.67 feet; thence North $20^{\circ} 53^{\prime} 52^{\prime \prime}$ East 100.00 feet which point is centerline Station $28+23$ Martin-Speaks Tunnel (North Canal); thence North $20^{\circ} 53^{\prime} 52^{\prime \prime}$ East 200.00 feet; thence North $69^{\circ} 06^{\prime} 08^{\prime \prime}$ West 312.46 feet; thence North $3^{\circ} 5^{\prime \prime} 16^{\prime \prime}$ West 802.51 feet; thence North $52^{\circ} 08^{\prime} 16^{\prime \prime}$ West 1131.99 feet, more or less, to a point on the Northwesterly line of said D.L.C.

The foregoing described tract contains 116.46 acres, more or less, and shown by the attached print of Drawing No. 417-145-1, Revised as of February 9, 1971, which, by reference is made a part hereof.

Subject to presently used. rights-of-way for canals, ditches, flumes, pipe-lines, railroads, highways, roads, telephone, telegraph and power transmission lines, created in favor of the public or public utilities, and to such other rights-of-way, reservations or interests as the United States detemalnes are not objectionable.

UNITED STATES
DEPARTMENT OF THE INTERIOR bureau of reclamation

Contract No.
Tualatin Project, Oregon

## LAND PURCHASE CONTRACT

THIS CONTRACT, made this
day of
, 19
in pursuance of the 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

Fred Milton Knox and Clara E. Knox, his wife
Ralph Virgil Knox, a single man
Glenn Milam Knox, a single man
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 Washington
, State of Oregon
, to-wit:

Part of the N. Martin D.I.C. in Township I South, Range 4 West, W.M., Washington County, Oregon, described as follows:

Beginning at the Southwest corner of said D.L.C. and running thence South $48^{\circ} 30^{\circ}$ East on the South line 23.90 chains; thence North $41^{\circ} 00^{\circ}$ East 38.65 chains to a post in the center of the County Road; thence North $51^{\circ} 30^{\prime}$ West, on the center of the County Road, 23.60 chains, more or less, to a point in the West line of said Martin Claim; thence South $41^{\circ} 30^{\circ}$ West 37.39 chains to the place of beginning. Also, beginning at the Northwest corner of said D.L.C. and running thence South $48^{\circ} 30^{\circ}$ East 23.75 chains to the Northeast corner of the Baker tract; thence South $41^{\circ} 30^{\prime}$ West, on the East line of the Baker tract, 29.50 chains to the center of the County Road; thence North $51^{\circ} 30^{\prime}$ West along said County Road 23.45 chains, more or less, to the West line of said Martin Claim; thence North $41^{\circ} 11^{\prime}$ East on said West line 30.67 chains to the place of beginning.
Excepting therefrom a road 100 feet in width conveyed to Stimson Lumber Company by deed recorded in Deed Book 279, pages 267 to 272 (incl.). Also excepting therefrom part of said D.I.C. described as follows: Beginning at the Southwest corner of the $\mathbb{N}$. Martin D.I.C. in Township I South, Range 4 West; thence South $48^{\circ} 30^{\prime}$ East on the South line 11.00 chains; thence North $41^{\circ} 30^{\prime}$ East 23.50 chains to the center of Scoggins Creek; thence up said creek course Northwesterly 11.00 chains, more or less, to the intersection of the West Boundary of said claim; thence South $41^{\circ} 30^{\prime}$ West 21.50 chains to the place of beginning. Also excepting therefrom that part of said D.L.C. lying North and East of the following described line: From a point on the Northeasterly line of said D.I.C. described as the Northwest corner of a tract of land conveyed to Frank I. Plinkiewisch, et ux, by deed recorded in Film Record Book 618, page 518, proceed Southwesterly along the Northwesterly line of said Plinkiewisch tract and Southwesterly extension thereof 1783.74 feet to the point of beginning. Thence North $80^{\circ} 20^{\circ} 30^{\prime \prime}$ West 171.66 feet; thence North $28^{\circ} 55^{\prime} 31^{\prime \prime}$ West 254.57 feet; thence North $24^{\circ} 46^{\circ}$ $14^{\prime \prime}$ West 400.59 feet; thence North $16^{\circ} 27^{\prime} 42^{\prime \prime}$ West 400.59 feet; thence North $8^{\circ} 06^{\prime} 21^{\prime \prime}$ West 247.73 feet; thence South $69^{\circ} 06^{\prime} 08^{\prime \prime}$ East 188.67 feet; thence North $20^{\circ} 53^{\prime} 52^{\prime \prime}$ East 100.00 feet which point is centerline Station $28+23$ Martin-Speaks Tunnel (North Canal); thence North $20^{\circ} 53^{\prime} 52^{\prime \prime}$ East 200.00 feet; thence North $69^{\circ} 06^{\prime} 08^{\prime \prime}$ West 312.46 feet; thence North $3^{\circ} 54^{\prime} 16^{\prime \prime}$ West 802.51 feet; thence North $52^{\circ} 08^{\prime} 16^{\prime \prime}$ West 1131. 99 feet, more or less, to a point on the Northwesterly line of said D.I.C.

The foregoing described tract contains 116.46 acres, more or less, and shown by the attached print of Drawing No. 417-145-1, Revised as of February 9, 1971, which, by reference is made a part hereof.

Subject to presently used. rights-of-way for canals, ditches, flumes, pipe-lines, railroads, highways, roads, telephone, telegraph and power transmission lines, created in favor of the public or public utilities, and to such other rights-of-way, reservations or interests as the Unted States determinos are not objectionable.
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, the signing of the usual vouchers, and their further approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of Ninety Four Thousand Five Hundred and No $/ 100$ dollars ( $\$ 94,500.00$ ) by United States Treasury warrant or fiscal officer's check.
5. The Vendor shall procure and have recorded without cost to the United States 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 herein. 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.
6. 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 discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.
7. 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.
8. 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. The Vendor may retain possession of said property until

September 1, 1971
, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until September 1, 1971
9. 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.
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.
12. There is reserved to the Vendor, his heirs and assigns, an easement for two access roads to his remaining land, being two separate strips of land 60 feet in width, situate within the area described in Article 3 hereof. The centerlines of these two strips of land are described as follows:

ACCESS ROAD NO. I
Beginning at a point 445.7 feet South $57^{\circ} 30^{\circ} 05^{\prime \prime}$ East of the Section corner common to Sections $16,17,20$ and 21 , Township 1 South, Range 4 West, Willamette Meridian, which point is centerline Station $26+90$ on the relocated Scoggins Vailey Road; thence Northeast 125 feet to a point on the East boundary of the lands described in Article 3 hereof.

ACCESS ROAD NO. 2
Beginning at a point 988.10 feet South $48^{\circ} 28^{\prime} 25^{\prime \prime}$ East of the Section corner common to Sections $16,17,20$ and 21, Township 1 South, Range 4 West, Willamette Meridian, which point is centerline Station $21+25$ on the relocated Scoggins Valley Road; thence Northeast 45.9 feet; thence following the centerline of a 503 foot radius curve $79^{\circ} 45^{\prime}$ to the left 70.0 feet; thence Northwest 55.4 feet; thence following the centerline of a
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.
12. There is reserved to the Vendor, his heirs and assigns, an easement for two access roads to his remaining land, being two separate strips of land 60 feet in width, situate within the area described in Article 3 hereof. The centerlines of these two strips of land are described as follows:

ACCESS RCAD NO. 1
Beginning at a point 445.7 feet South $57^{\circ} 30^{\prime} 05^{\prime \prime}$ East of the Section corner common to Sections 16, 17, 20 and 21, Township I South, Range 4 West, Willamette Meridian, which point is centerline Station $26+90$ on the relocated Scoggins Valley Road; thence Northeast 125 feet to a point on the East boundary of the lands described in Article 3 hereof.

ACCESS ROAD NO. 2
Beginning at a point 988.10 feet South $48^{\circ} 28^{\prime} 25^{\prime \prime}$ East of the Section corner common to Sections 16, 17, 20 and 21, Township I South, Range 4 West, Willamette Meridian, which point is centerline Station $21+25$ on the relocated Scoggins Valley Road; thence Northeast 45.9 feet; thence following the centerline of a 503 foot radius curve $79^{\circ} 45^{\prime}$ to the left 70.0 feet; thence Northwest 55.4 feet; thence following the centerline of a 130.0 foot radius curve $41^{\circ} 00^{\prime}$ to the right 93.0 feet to a point on the East line of the lands described in Article 3 hereof.

The Vendor, his heirs and assigns, shall have an easement for an access road to his remaining land on a strip of land 60 feet in width, situate in Lot 7 of Section 17, Township I South, Range 4 West. The centerline of this strip is described as follows:

ACCESS ROAD NO。 3
Beginning at a point 720.13 feet North $45^{\circ} 44^{\prime}$ II" West of Section corner common to Sections 16, 17, 20 and 21, Township 1 South, Range 4 West, Willamette Meridian, which point is Station $38+50$ on the centerline of the relocated Scoggins Valley Road; thence North $39^{\circ} 46^{\prime} 16^{\prime \prime}$ East 48.8 Ieet; thence following centerline of 60 foot radius curve $81^{\circ} 00^{\prime}$ to the right 84.8 feet; thence South $59^{\circ} 13^{\prime \prime} 44^{\prime \prime}$ East 263.2 feet; thence following centerline of 400 foot radius curve $28^{\circ}$ 14' to the right 197.1 feet to a point on the East boundary of the lands described in Article 3 hereof.

Save and excepting from each of the three above access roads, those portions thereof which are situate within the boundaries of Relocated Scoggins Valley road right-of-way.

A road on each of the three above access road rights-of-way will be constructed by the United States with a top width of 16 feet and surfaced with 6 inches of gravel, with a grade not to exceed 10\%, and with a 16foot wide steel gate at the termination of each of the three above access roads. The Vendor, his heirs and assigns, shall be responsible for the maintenance or reconstruction of the access roads uritil such time as they may be incorporated into a public road system. So long as these roads exist, they may be utilized for project purposes.
13. The United States will construct a four-strand barbed wire fence with steel posts one foot on the United States side of, and parallel to, the boundary line between the property described in Article 3 hereof, and the property retained by the Vendor. The fence will be maintained by the United States or an agency contracting with the United States.
24. Notwithstanding anything to the contrary in Article, 8 hereof, the Vendor retains possession until January 1,1972 of that portion of the lands described in Article 3 hereof on which the improvements are situate, which area is shown in color on the drawing attached to this contract.


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