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

Klamath Straits Drain Enlargement
Unit No. K-2
10:9:5

Contract No. 14-06-200-8354A

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 7th day of November, 1975, 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

O. H. OSBORN, also known as O. H. OSBORNE, a single man
JOHN L. McPHERSON and JANI K. McPHERSON, his wife,

hereinafter styled the Grantor:

WITNESSETH the following grant and the following mutual covenants by and between the parties:

1. Grantor hereby grants unto the United States, its successors and assigns:

(a) The perpetual right, privilege and easement to enter upon, construct, reconstruct, operate, repair and maintain a drainage channel with appurtenant berms, embankments, inlets, electric and communication cables, and roads, together with the right to assign or convey non-exclusive road rights to others as needed for purposes granted in this easement and for providing necessary access to neighboring lands, and the right to plant and maintain grasses within, over and across all that real property hereinafter described and designated as PARCEL ONE (10.7 acres, more or less).

(b) The temporary right, privilege and easement until January 1, 1978, to enter upon and use for the purpose of placing or piling thereon, earth, materials, or machinery, and for access for construction equipment, and for other purposes useful or necessary in connection with the construction of the Klamath Straits Drain Enlargement over, on, and through all that real property hereinafter described and designated as PARCEL TWO (6.4 acres, more or less). At the expiration of said easement period, the United States shall restore the said PARCEL TWO, as nearly as may be practicable, to the condition in which it was prior to the commencement of its use by the United States.

The real property above referred to and designated as PARCEL ONE and PARCEL TWO is situated in the County of Klamath, State of Oregon, and is described as follows:

All that real property as described in Exhibit "A" attached hereto and by reference made a part hereof bearing identifying letters and figures, "Unit No. K-2 5-15-75."

2. The grants of easements herein contained are subject to existing rights of way, of record or in use, for roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons and pipelines, on, over and across any part of the above-described lands, and subject to existing estates, interests and rights in and to coal, oil, gas, geothermal substances and any and all other minerals, reserved to or outstanding in third parties.

3. There is reserved to Grantor, their heirs, executors, administrators and assigns, all of their interest in and to all oil, gas, geothermal substances or minerals in or under said lands, without, however, the right to dig, drill or mine therefor through the surface, or within 100 feet of the surface of said PARCEL ONE.

OCT 23 1975

KLAMATH FALLS, OREGON

4. There is a...
and assigns, the right...
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and use said PARCEL...
granted and which w...
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5. In full co...
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(d) Conv...
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8. It is a condition precedent to any payments hereunder that any and all defects or encumbrances against the Grantor's title to said land that may not be acceptable to the United States shall be removed by or on behalf of the Grantor. Abstracts or certificates of 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 Grant of Easement shall be borne by the United States.

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

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

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

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

9. Notwithstanding provisions of Section 301, Subsections 4 and 5, Title III of the Uniform Relocations Assistance and Real Properties Acquisition Act of 1970 (P.L. 91-646), Grantor agrees that after execution of this contract by the United States, the proper officers and agents of the United States shall at all times have unrestricted access to said property for the purpose of surveying and of exercising the above granted rights, free of any claim for damage or compensation on the part of the Grantor, except as otherwise excepted or provided for in this contract, or under the appropriate laws and statutes of the United States.

10. Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the Grantor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

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 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 have caused this contract to be executed the date hereinabove written.

THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

James M. Borden Ricker

By *Mary T. Sachett*
Acting Regional Real Estate Officer
Bureau of Reclamation

J. F. McChesney
Grantor

James K. McPherson
Grantor

C. H. Oltman
Grantor

George H. Smith
Witness

EXHIBIT "A"

PARCEL ONE: A strip or parcel of land in Sections Thirty (30) and Thirty-one (31), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, containing an area of 10.7 acres, more or less, and described as follows:

Beginning at a point in the easterly boundary of said Section Thirty (30), distant therealong North 0°15' East 1397.9 feet from the southeast corner of said Section Thirty (30); thence along said easterly boundary South 0°15' West 266.9 feet to a point in the northerly boundary of that certain parcel of land as described in the Deed to the United States of America dated September 2, 1944, and recorded January 20, 1945, in Volume 172 of Deeds at Page 347, Klamath County Records; thence leaving said easterly boundary along the northerly boundary of said parcel of land (172 OR 347) North 89°45' West 87.5 feet; thence along the westerly boundary of said parcel of land (172 OR 347) South 0°15' West (Record South 0°44' East) 3216.7 feet to a point distant South 02°39' West 2087.6 feet from the northeast corner of said Section Thirty-one (31); thence leaving last said westerly boundary North 89°45' West 18.4 feet; thence North 0°17' East 3355.9 feet to a point that is distant North 39°07' East 8357.6 feet from the southwest corner of said Section Thirty-one (31); thence North 50°52' West 1235.4 feet; thence North 61°35' West 522.6 feet; thence North 56°25' West 306.3 feet; thence North 33°49' West 211.6 feet to a point in the northerly boundary of the southeast quarter (SE $\frac{1}{4}$) of said Section Thirty (30); thence along said northerly boundary South 89°51' East 233.6 feet to a point distant therealong North 89°51' West 1668.2 feet from the east quarter (E $\frac{1}{4}$) of Section Thirty (30); thence leaving said northerly boundary South 56°25' East 856.8 feet; thence South 50°52' East 1223.1 feet to the point of beginning.

PARCEL TWO: A strip or parcel of land in Sections Thirty (30) and Thirty-one (31), Township Forty (40) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, containing an area of 6.4 acres, more or less, and described as follows:

Beginning at a point in the northerly boundary of the southeast quarter (SE $\frac{1}{4}$) of said Section Thirty (30), said point also being the most westerly corner of the hereinbefore described Parcel One; thence from said point of beginning and leaving said northerly boundary along the southwesterly boundary of the hereinbefore described Parcel One, the following five (5) courses: South 33°49' East 211.6 feet; South 56°25' East 306.3 feet; South 61°35' East 522.6 feet; South 50°52' East 1235.4 feet to a point that is distant North 39°07' East 8357.6 feet from the southwest corner of said Section Thirty-one (31); thence continuing along said southwesterly boundary South 0°17' West 3355.9 feet to a point being South 02°39' West 2087.6 feet and North 89°44' West 18.4 feet from the northeast corner of Section Thirty-one (31); thence leaving said southwesterly boundary North 89°45' West 50.0 feet; thence North 0°17' East 3332.4 feet; thence North 50°52' West 1207.2 feet; thence North 61°35' West 520.2 feet; thence North 56°25' West 318.6 feet; thence North 33°49' West 255.3 feet to a point in the northerly boundary of said southeast quarter (SE $\frac{1}{4}$) of said Section Thirty (30); thence along said northerly boundary South 89°51' East 60.3 feet to the point of beginning.

Checked as to Engineering data

W. C. Day 10-21-75


1S-454 (Rev. 1/74)
Acknowledgment (Individual)

5557

STATE OF OREGON }
County of Klamath. } ss.

On this 7th day of November, in the year
1975, before me George H. Proctor, a Notary
Public in and for the County and State aforesaid, personally appeared
JOHN L. McPHERSON and JANI K. McPHERSON, 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.

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


Notary Public for Oregon.
My Commission Expires: 9/17/78.

(SEAL)

Rev. 1/74)
Acknowledgment (Individual)

5558

STATE OF OREGON }
County of Klamath. } ss.

On this 18th day of November, in the year
1976, before me ROBERT D. PUCKETT, a Notary
Public in and for the County and State aforesaid, personally appeared
O. H. OSBORNE,

known to me to be the person whose name is subscribed to the
within instrument, and acknowledged that he executed the same.

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

Robert D. Puckett
Notary Public for Oregon.
My Commission Expires: 1/1/77

State of Oregon, }
County of Klamath } ss.

I hereby certify that the within instrument was
received and filed for record on the 16th
day of APRIL, 1976, at 2:18
o'clock P. M. and recorded on Page 5553
in Book M 76 Records of DEEDS
of said County.

WM. D. MILNE, County Clerk

By Hazel C. [Signature] Deputy

Fee \$18.00