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Contract No. 0-07-20-L1377

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE
Klamath Project

EASEMENT TO CITY OF KLAMATH FALLS, OREGON
FOR ROADWAY/SEWERLINE EASEMENT
IN SECTION 14, TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.

THIS INDENTURE, made this 14th, day of April,
1980, in accordance with the Act of Congress approved June 17, 1902
(32 Stat. 388) and acts amendatory thereof or supplementary thereto,
all such acts being commonly known and referred to as the Federal
Reclamation Laws, by and between THE UNITED STATES OF AMERICA, acting
by and through its Water and Power Resources Service, Department of
the Interior, hereinafter styled the "United States," represented by
the officer executing this instrument on its behalf, which officer,
his successor, or his duly authorized representative are hereinafter
called the "Contracting Officer," and the CITY OF KLAMATH FALLS,
Oregon, a political subdivision, hereinafter styled the "City," acting
by and through its City Council.

WITNESSETH, THAT:

WHEREAS, certain public lands were acquired for use in
connection with the Klamath Project, Main Division; and

WHEREAS, the City has requested the United States to grant
to it an easement for construction, operation and maintenance of a

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segment of its road system and sewerline over, on, and across a portion of said land; and

WHEREAS, the City has entered into an agreement with Klamath Irrigation District for operation and maintenance of the 1-C drainage system which includes that portion of the 1-C-7 Drain covered by this easement; and

WHEREAS, the United States has determined the City's request is not incompatible with the purpose for which the land was acquired and is being administered by the United States.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions hereinafter set forth, the United States hereby grants to City, its successors and assigns, without warranty of title, a permanent easement for and consents to City entering upon, constructing, operating and maintaining a portion of its road system and sewer system over, on and across that portion of United States land as described in Exhibit "A" attached hereto and made a part hereof, and graphically shown on Exhibit "B" attached hereto and made a part hereof. All plans for modifications to the facilities constructed by the United States made by the City will be approved in advance by the Contracting Officer. Any subsequent modifications to facilities constructed by the City shall also be approved by the Contracting Officer.

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1. This grant of easement by the United States is subject to existing rights in favor of the public and third parties for highways, railroads, telephone, telegraph and electrical transmission lines and canals, laterals, ditches, flumes, siphons and pipelines on, over and across said land.
2. The City hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the City's activities under this agreement.
3. The City warrants that no person or agency has been employed or retained to solicit or secure this easement 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 City for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay the full amount of such commission, percentage, brokerage, or contingent fee to the United States.
4. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any

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benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

5. The attached statement marked Exhibit "C" entitled Land-Use Stipulation, is by reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

By M. A. Oatman
Acting Regional Director
Mid-Pacific Region
Water and Power Resources Service

CITY OF KLAMATH FALLS, OREGON

By George L. Filtruff
Title Mayor

NOTED:

KLAMATH IRRIGATION DISTRICT

Malcolm D. Crawford
Manager

1-C-7 CROSSING AT GLENWOOD

Beginning at the NE corner of Lot 1 Block 15, Tract 1064 - First Addition to Gatewood, Klamath Falls, Oregon, said corner being common to the southerly right-of-way line for the 1-C-7 Water and Power Drain and the westerly right-of-way line of Glenwood Drive; thence N 01°44'41"W, 65.0 feet to the northerly right-of-way line of said 1-C-7 Drain; thence N 88°15'19"E, 60.0 feet; thence S 01°44'41"E, 65.0 feet to the intersection of the easterly right-of-way line of Glenwood Drive with the southerly right-of-way line for said 1-C-7 Drain; thence S 88°15'19"W, 60.0 feet to the point of beginning.

1-C-7 CROSSING AT ANDERSON AVENUE

Beginning at the SW corner of Lot 6, Block 2, Tract 1035 - Gatewood, Klamath Falls, Oregon, said corner being common to the easterly right-of-way line for the 1-C-7 Water and Power Drain and the northerly right-of-way line of Anderson Avenue; thence N 89°58'56"W, 65.02 feet to the westerly right-of-way line for said 1-C-7 Drain; thence S 01°17'15"E, 60.02 feet; thence S 89°58'56"E, 65.02 feet to the intersection of the southerly right-of-way line of Anderson Avenue with the easterly right-of-way line of said 1-C-7 Drain; thence N 01°17'15"W, 60.02 feet to the point of beginning.

BARTLETT CROSSING AT A-3-B LATERAL

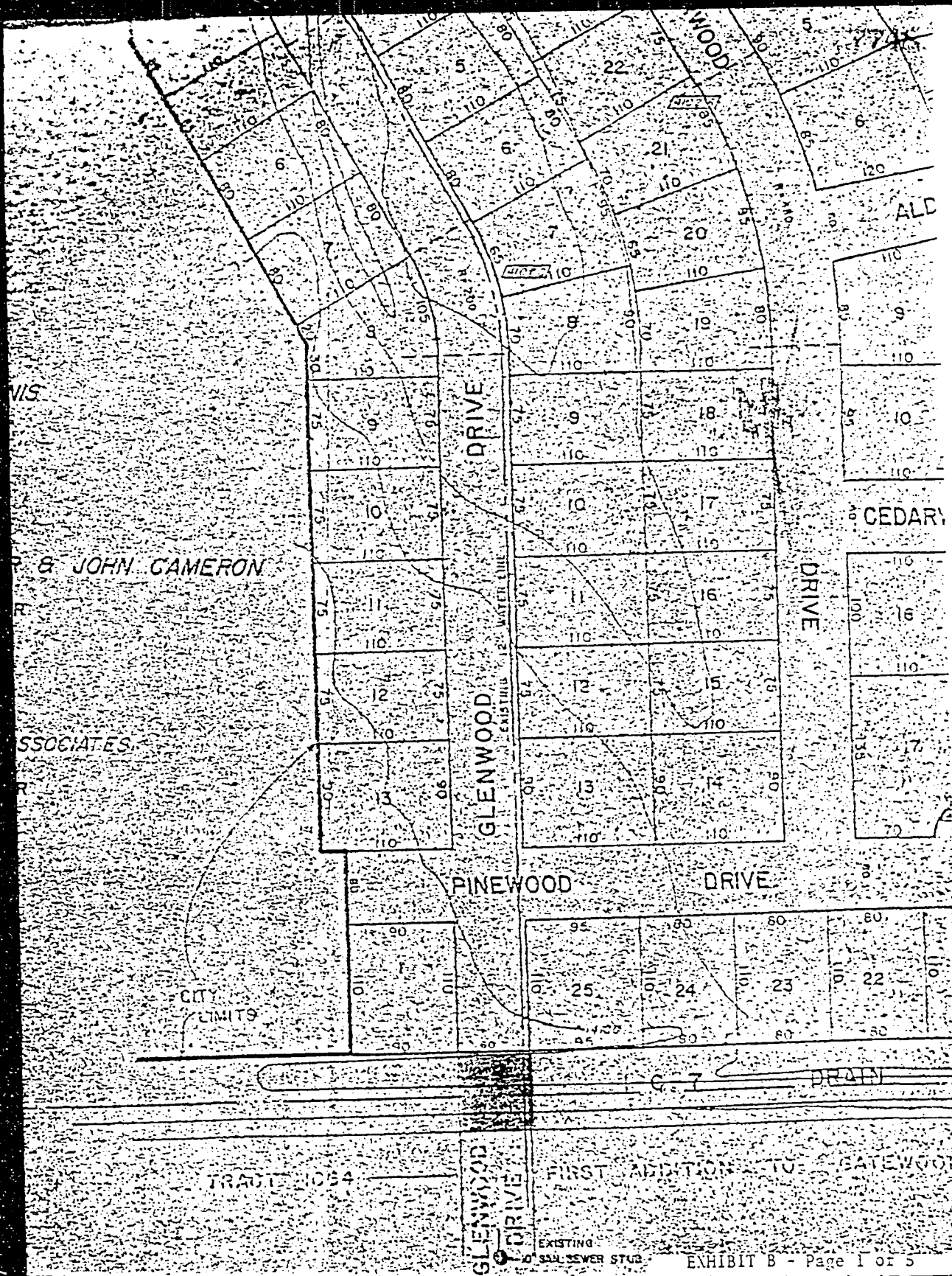
Beginning at the SE corner of Lot 1, Block 1, Tract 1035, Gatewood, Klamath Falls, Oregon, said corner also being common to the Westerly right-of-way line of the Water and Power A-3-B Lateral and the Northerly right-of-way line of Bartlett Avenue; thence S 0°06'10"W, 60.28 feet to the Southerly right-of-way line of Bartlett Avenue; thence S 89°31'05"E, 30.0 feet to the Easterly right-of-way line of said A-3-B Lateral; thence N 0°06'10"E, 62.96 feet to the Northerly right-of-way line of Bartlett Avenue; thence S 84°36'55"W, 30.14 feet to the point of beginning.

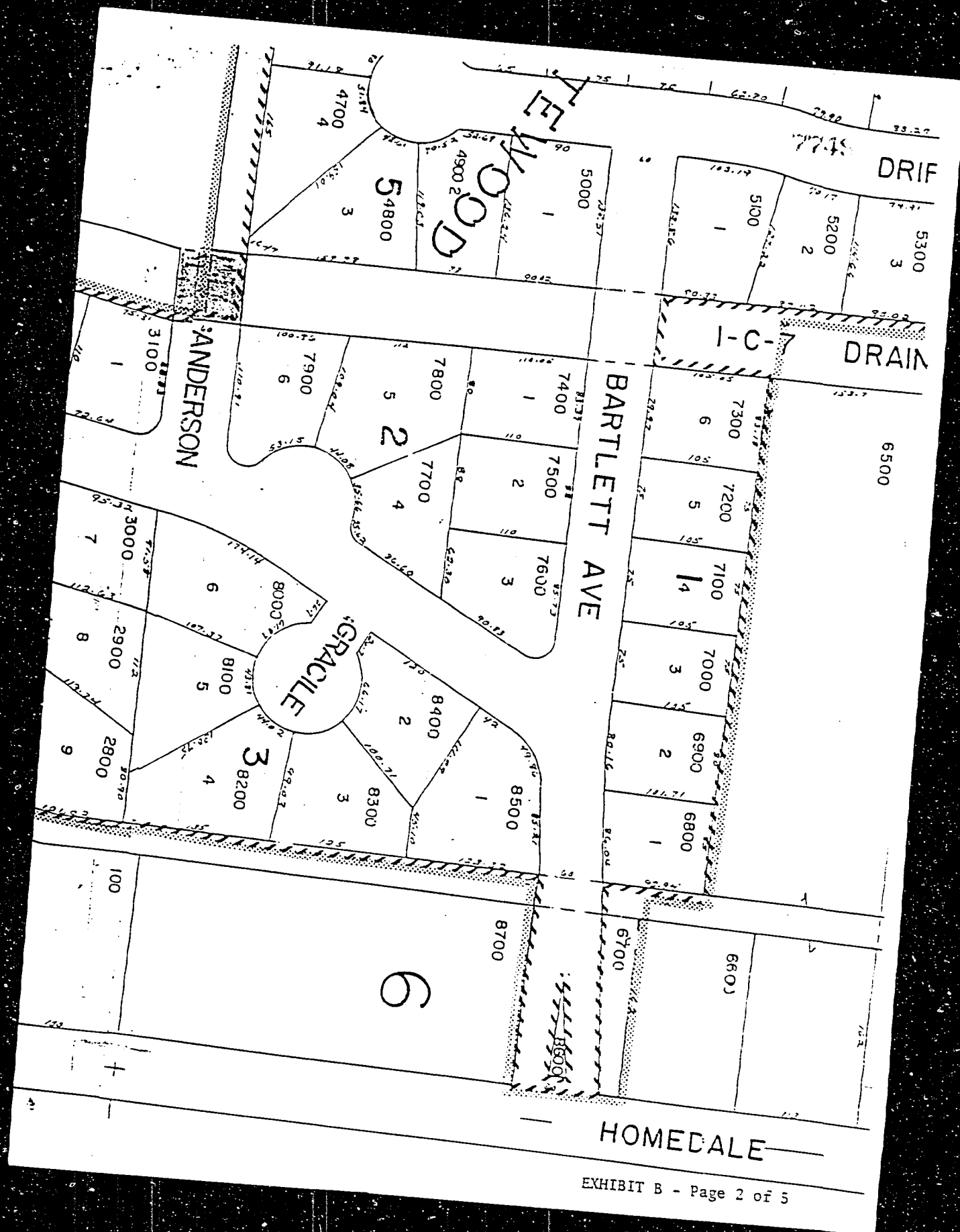
BARTLETT CROSSING OF 1-C-7 DRAIN

Beginning at the NW corner of Lot 1, Block 2, Tract 1035, Gatewood, Klamath Falls, Oregon, said corner also being common to the Easterly right-of-way line of the Water and Power 1-C-7 Drain and the Southerly right-of-way line of Bartlett Avenue; thence N 01°17'15"W, 60.03 feet to the Northerly right-of-way line of Bartlett Avenue; thence N 89°32'05"W, 65.02 feet to the Westerly right-of-way line of said 1-C-7 Drain; thence S 01°17'15"E, 60.03 feet to the Southerly right-of-way line of Bartlett Avenue; thence S 89°32'05"E, 65.02 feet to the point of beginning.

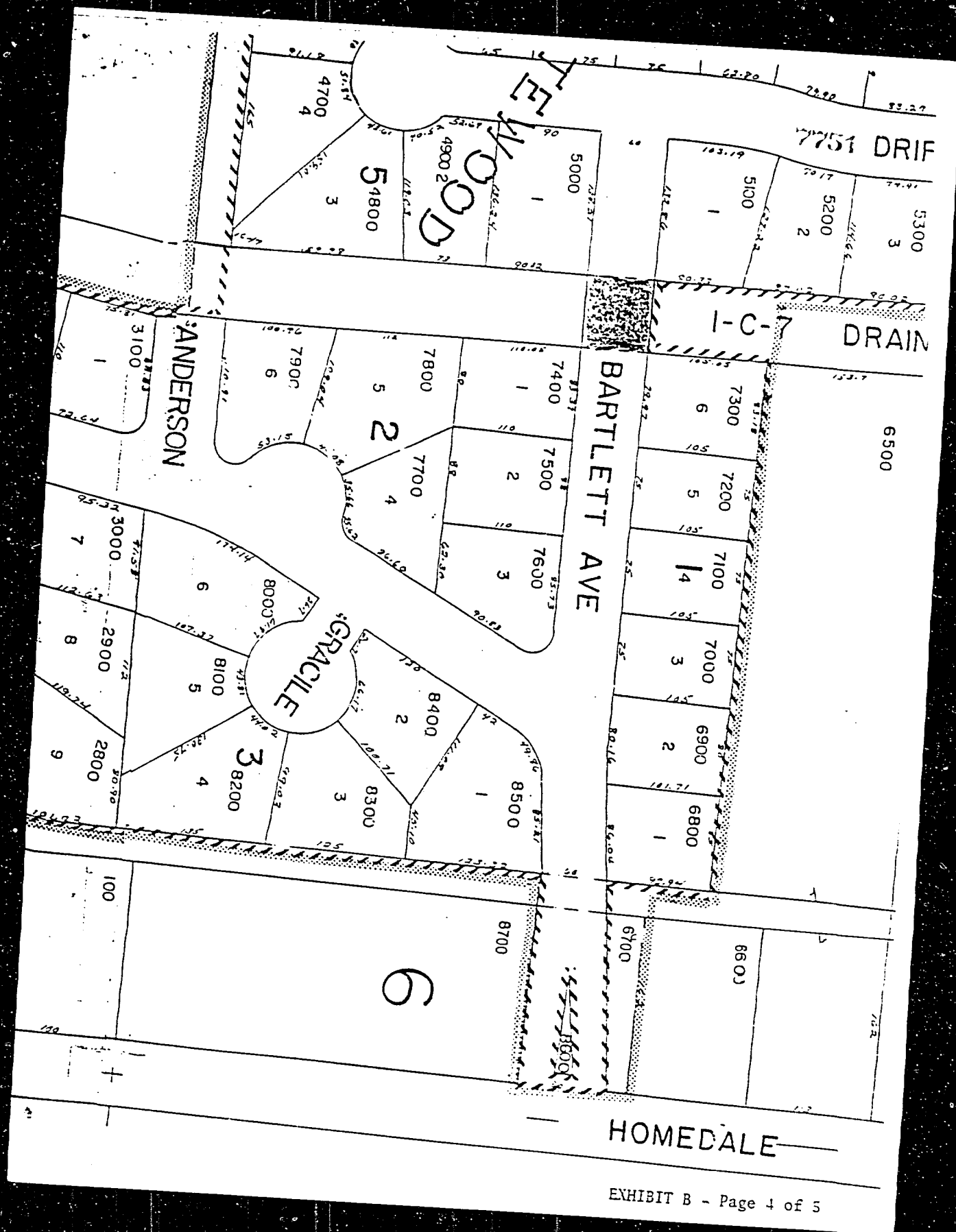
BARTLETT CROSSING F-4 LATERAL

Beginning at the SE corner of Lot 14, Block 1, Tract 1088, Ferndale, Klamath Falls, Oregon, said corner also being on the Westerly right-of-way line of the Water and Power F-4 Lateral and the Northerly right-of-way line of Bartlett Avenue; thence S 0°12'05"E, 60.0 feet; thence S 89°56'30"E, 30.0 feet to the Easterly right-of-way line of said F-4 Lateral; thence N 0°12'05"W, 60.0 feet; thence N 89°56'30"W, 30.0 feet to the point of beginning.









LAND-USE STIPULATION

The United States has granted this easement for special use as a(n)
right-of-way.

The United States retains the right of full possession and use of the lands located in the easement, while it remains in effect, to the extent that the United States does not interfere with the right of special use granted to the holder of this easement.

As part of the United States continuing noninterfering possession and use of the easement, the United States will not be liable for any minor damage or wear to the easement, or to the easement holder's personal property which can normally be expected because of reasonable uses which the United States may carry out on the easement.

If the United States damages or causes unreasonable wear to the easement lands, or the easement holder's personal property used on the easement, the United States will repair or replace the damage at its own expense.

The United States reserves the right to terminate this easement, or part of it, when easements lands are needed for the construction, operation and maintenance of structures and works needed for the Klamath Project.

Some examples of structures and works include lands, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures, substations, switchyards and powerplants, but there may be others.

Notwithstanding the preceding paragraph, as an alternative to terminating the easement, the United States will, in all appropriate situations, use its best efforts to cooperate with the easement holder in order to adopt modified construction or use plans which will not interfere with and result in the termination of the easement. If the United States construction or use costs are increased because of these modifications, the easement holder agrees to pay the reasonable increased costs. However, the easement holder may reduce or eliminate the United States increased costs by agreeing to appropriate modifications of the easement.

Should a difference of opinion arise between the United States and the easement holder regarding the rights which the United States has reserved by this stipulation, then both parties agree that the Secretary of the Interior shall act as arbitrator and his decision will be final and binding on all parties.

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STATE OF CALIFORNIA }
County of Sacramento } ss.

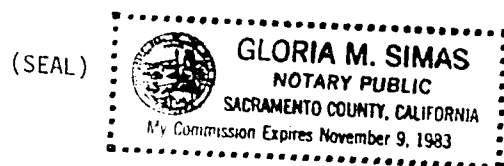
On this 14th day of April, 1980, before
me, **Gloria M. Simas**, a Notary Public in and for
the County and State aforesaid, personally appeared

M. A. Catino Acting Regional Director of the United States
Water & Power Resources Service, Mid-Pacific Region, known to me to
be the person whose name is subscribed to the within instrument, and
acknowledged that he executed the same on behalf of the United States.

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

Gloria M. Simas
Notary Public in and for the County
of Sacramento, State of California

STATE OF OREGON,)
County of Klamath)
filed for record at request of



City of Klamath Falls.
on this 25th day of April A.D. 19 80
at 1:51 o'clock P M, and duly
recorded in Vol. M80 of Deeds
page \$42.00

Wm D. MILNE, County Clerk

By Bernard J. Hetcher Deputy

Fee 42.00

After recording, return to City of
Klamath Falls =