

97057

K-33160

When recorded, mail to:
 U.S. Water and Power Resources Service
 Re-1 Estate Division (MP-2600)
 2800 Cottage Way
 Sacramento, CA. 95825

Vol. M 81 Page 4509

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 WATER AND POWER RESOURCES SERVICE
 CENTRAL VALLEY PROJECT, CALIFORNIA

Klamath Straits
 Unit No. K-7-1
 11:30:9

Contract No. 1-07-20-L1869

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 14 day of June, 1980, in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplemental 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

TULE SMOKE HUNTING CLUB, INC., an Oregon non-profit corporation hereinafter styled Grantor:

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

1. Grantor hereby grants to the United States, its successors and assigns (with the right to convey to the State of Oregon), a permanent navigation easement over TRACT ONE (1.58 acres, more or less) and TRACT TWO (5.84 acres, more or less) described on Exhibit "A", attached hereto and by this reference made a part hereof, for the purpose of providing the public with water surface access between the Klamath River and the Klamath Straits.

2. It is expressly understood and agreed that:

(a) The public access granted shall be limited to the surface of the water within a channel to be constructed by the United States of America, across the lands of the Grantor. Said easement is for navigation purposes only and does not authorize trespass upon private lands of the Grantor.

(b) The area of the navigation easement will be appropriately marked by Federal or State signs regarding speed limit, trespassing and other limitations on the use of said easement by the public.

(c) That the United States has the right to convey all rights acquired herein to the State of Oregon by appropriate conveyance.

3. As complete consideration for the above grant of easement, the United States shall pay to Grantor the sum of ~~ONE HUNDRED AND NO/100 DOLLARS (\$100.00)~~ Thirteen Thousand (\$13,000.00).

4. This contract shall become effective to bind the United States to purchase the interest in said property immediately upon 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 Grantor and the successors and assigns of the United States.

5. The expenditure of any money by the United States or the performance of any work by the United States hereunder shall be contingent upon appropriations of money by Congress or appropriate allotments of funds being made. Liability of the United States under this contract shall continue, however, subject only to the appropriate laws and statutes of the United States.

6. The Grantor shall procure, with assistance from the United States, and have recorded all necessary assurances of title and affidavits which the Grantor may be advised by the United States are necessary and proper to show in the

81 MAR 12 PM 3 05

[Handwritten signatures and initials]
 JST
 JEM
 notary public

Grantor complete fee simple unencumbered title to said property subject only to the interests, liens or encumbrances expressly provided. 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 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 the Grantor:

- a. Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.
- b. Penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and
- c. The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, whichever is earlier.

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.

7. 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 may discharge the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance against this contract, nor as an assumption of any lien or encumbrance by the United States.

8. 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, as well as the general public, shall at all times have unrestricted access to said property for the purpose 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.

9. It is understood and agreed that if the Contracting Officer authorized by 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 compensation to be claimed by the Grantor and the award to be made for said lands in said proceedings shall be the compensation hereinbefore provided.

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. Mendenkier
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By *Gay T. Beckett*
Regional Real Estate Officer
Water & Power Resources Service

TULE SMOKE HUNTING CLUB, INC., an
Oregon non-profit corporation

By *John C. Hill* Sec.

By *[Signature]*
President

J. M. Mendenkier
Witness



Two tracts of land in Section Fifteen (15), Township Forty (40) South, Range Eight (8) East, Willamette Meridian (W.M.), County of Klamath, State of Oregon, being a portion of those parcels of land described in the deed to Tule Smoke Hunting Club, Inc., dated October 19, 1971, and recorded October 19, 1971, in Volume M71 of Deeds at page 10942, Records of Klamath County. Said tracts have a combined area of 7.42 acres, more or less, and are separately described as follows:

TRACT ONE: Beginning at that certain point in the East meander line of the Klamath River which bears North $32^{\circ}30'$ West 4,693.3 feet from the Southeast corner of said Section 15, said point of beginning shall hereinafter be referred to as Point "A"; thence from said Point "A" along said meander line North $86^{\circ}03'$ East 105.2 feet; thence leaving said meander line South $06^{\circ}24'$ West 583.1 feet; thence North $89^{\circ}30'$ West 44.0 feet to a point that shall hereinafter be referred to as Point "B"; thence continuing North $89^{\circ}30'$ West 44.0 feet; thence North $00^{\circ}30'$ East 578.2 feet to a point in said East meander line; thence along said meander line North $86^{\circ}03'$ East 44.1 feet to said Point "A", the point of beginning. Said TRACT ONE contains an area of 1.58 acres, more or less.

TRACT TWO: A strip of land in said Section 15 having a uniform width of 88.0 feet lying within 44.0 feet where measurable at right angles or radially on each side of the following described centerline:

Beginning at that certain point in the hereinbefore described TRACT ONE therein referred to as Point "B"; thence from said Point "B" South $00^{\circ}30'$ West 1,051.1 feet to a point tangent to the following curve; thence along a curve to the left with a radius of 300.0 feet an arc distance of 313.0 feet to a point (last said point bears South $29^{\circ}23'$ East a chord distance of 299.0 feet from the beginning of said curve); thence tangent to the preceding curve South $59^{\circ}17'$ East 1,381.0 feet to a point in the North line of the South half of the Southeast quarter (S1/2SE1/4) of said Section 15 that shall hereinafter be referred to as Point "C"; said Point "C" bears South $89^{\circ}02'$ East 1,404.4 feet along said North line from the Northwest corner of the Southwest quarter of the Southeast quarter (SW1/4SE1/4) of said Section 15; thence from said Point "C" along a tangent curve to the right with a radius of 400.0 feet an arc distance of 137.1 feet to a point in the southwesterly boundary of Parcel No. 2 as said parcel is described in the Warranty Deed to the Tule Smoke Hunting Club, Inc., recorded in Volume M77 of Deeds at page 11830, Records of Klamath County; last said point shall hereinafter be referred to as Point "D" (said Point "D" bears South $49^{\circ}27'$ East a chord distance of 136.5 feet from the beginning of said curve); said Point "D" bears North $56^{\circ}19'$ West 903.0 feet along said Parcel No. 2 Southwesterly boundary from the easterly terminus of a course described in said Warranty Deed as "North $56^{\circ}18'35.8''$ West 991.53 feet along said bank"; the sideline boundaries of said TRACT TWO are to be lengthened or shortened, as the case may be, so as to begin in the southerly boundary of the hereinbefore described TRACT ONE and terminate in the southwesterly boundary of said Parcel No. 2. Said TRACT TWO contains an area of 5.84 acres, more or less.

Checked as to Engineering Data

Donald A. Bigley 12-3-79

4513

~~STATE OF CALIFORNIA~~ } ss.
STATE OF ^{Oregon}
County of ^{Klamath}

On this 3rd day of September, 1980, before me.

Jerry Molatore

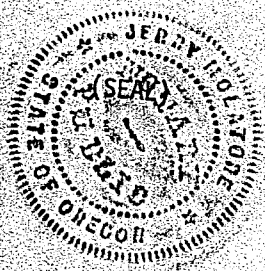
, a Notary Public in and for

the County and State aforesaid, personally appeared Theodore E. Thom
and John C. O'Neill

known to me to be the President and Secretary
of the corporation that executed the within instrument, and to be the
persons who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation executed the
same.

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

J. Molatore
Notary Public



RESOLUTION OF THE BOARD OF DIRECTORS
OF

4514

TULE SMOKE HUNTING CLUB, INC., an Oregon Non-Profit Corporation

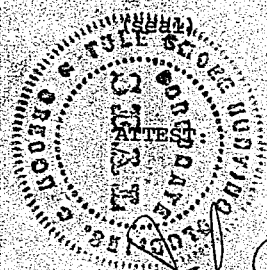
WHEREAS, the United States of America is proposing to enlarge and improve the Klamath Straits Drain and the Ady Canal Inlet Channel within lands owned by Tule Smoke Hunting Club, Inc., in Section 15, Township 40 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, and is in need of a permanent navigation easement for said enlargement and improvement.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the designated officers of Tule Smoke Hunting Club, Inc., are authorized to execute the necessary documents to provide said right of way.

The foregoing resolution was introduced at a regular meeting of the Board of Directors of Tule Smoke Hunting Club, Inc., held on this 14th day of June 1980, and was passed by a unanimous vote of all directors present at said meeting.

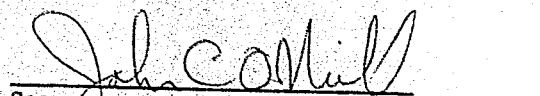
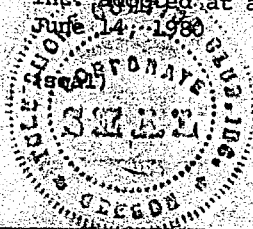


President, Board of Directors,
Tule Smoke Hunting Club, Inc.



Secretary

I the undersigned, Secretary of Tule Smoke Hunting Club, Inc., hereby certify that the foregoing Resolution is a full, true and correct copy of a Resolution of the Board of Directors of Tule Smoke Hunting Club, Inc. adopted at a regular meeting of the Board of Directors held on June 14, 1980.


Secretary, Tule Smoke Hunting Club, Inc.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

12th day of March A.D., 1981 at 3:05 o'clock PM., and duly recorded in

Vol M81 of Deeds on page 4509.

Fee \$ 21.00

EVELYN BIEHN
COUNTY CLERK

By Debra D. Jager Deputy