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KCTC
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Klamath Project

EASEMENT FOR ACCESS ROAD

THIS INDENTURE, is made this 23rd day of April,
1982, in accordance with the Act of Congress approved June 17, 1902
(32 Stat. 388) and acts amendatory thereof and supplementary thereto, all
such acts being commonly known and referred to as the Federal Reclamation
Laws, by and between the UNITED STATES OF AMERICA, herein called the "United
States," represented by the officer executing this instrument on its behalf,
which officer, his successor and duly authorized representative are herein-
after severally called the "Contracting Officer" and HENZEL ~~EASTLY~~ PROPERTIES,
LTD. hereinafter styled "Grantee." S.W.

WITNESSETH:

WHEREAS, because no other access is available to Grantee's property,
Grantee has requested that the United States grant it an easement to cross
the United States land for purposes of ingress and egress; and

WHEREAS, the United States has, at this time, no objection to such
use and has determined that the grant of such an easement will not be in-
compatible with the purpose for which said parcel was acquired and is being
administered;

NOW, THEREFORE, in consideration of the premises and subject to
the terms and conditions hereinafter set forth, the parties hereto agree
as follows:

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1. The United States hereby conveys to Grantee, without warranty of title, a permanent, nonexclusive right, privilege, and easement to construct, operate, and maintain an access road in, on, over and across that portion of United States land described as follows:

Parcel 1

A strip or parcel of land in Sections One (1), Twelve (12) and fractional Thirteen (13) of Township Forty-one (41) South, Range Eight (8) East, W.M., County of Klamath, State of Oregon, contain an area of 18.33 acres, more or less, described as follows:

The east sixty (60) feet of said Sections One (1), Twelve (12), and fractional Thirteen (13), EXCEPT all that portion of said Section One (1) lying north of the south line of the Township line road.

Parcel 2

A strip or parcel of land in the projected fractional Section Thirteen (13) of Township Forty-eight (48) North, Range One (1) East, M.D.M., County of Siskiyou, State of California, containing an area of 0.5 acre, more or less; said strip or parcel having a uniform width of sixty (60) feet, where measured at right angles, the easterly line of which is coincident with the following described line.

Beginning at the intersection of the State Line between the State of California and the State of Oregon and the east line of the fractional Section Thirteen (13) of Township Forty-one (41) South, Range Eight (8) East, W.M., County of Klamath, State of Oregon; thence entering the State of California South $0^{\circ} 09' 22''$ West approximately 350 feet to the northerly right-of-way line of the State line highway. The sideline boundaries are to be lengthened or shortened as the case may be so as to begin in said State line and to terminate in said northerly right-of-way line.

and as shown on the print of United States Department of the Interior, Bureau of Reclamation Drawing No. 12-201-5301, "Exhibit A," attached hereto and made a part hereof.

2. The rights herein granted are subject to the right of the United States to use said access road and to existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electric transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines.

Checked as to Engineering data

Alayne C. Ray 2-10-82

3. All construction, reconstruction, operation and maintenance of said access road shall be done in accordance with good engineering standards and in keeping with plans approved in advance by the Contracting Officer and shall be constructed, operated and maintained in such a manner as not to interfere with existing or future uses made by the United States of said land.

4. Grantee 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 of any nature whatsoever and by whomsoever made arising out of the Grantee's activities under this easement.

5. The waiver of a breach of any of the provisions hereof shall not be deemed to be a waiver of a subsequent breach of the same provision or of any other provision hereof.

6. This easement is granted for and limited to the specific purposes set forth in Article 1 hereof, and the issuance of this instrument shall not constitute nor be construed as a surrender or subordination to Grantee of the jurisdiction or supervision of the United States, its successors and assigns, over the remaining interests of the United States in the land herein described.

7. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. If Grantee ceases to use the easement for an access road herein conveyed, such easement shall terminate and the Grantee may be required, at the discretion of the United States, to remove all structures and restore the land to its original condition.

9. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this conveyance 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 Grantee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this conveyance without liability or in its discretion to require Grantee to pay full amount of such commission, percentage, brokerage or contingent fee to the United States.

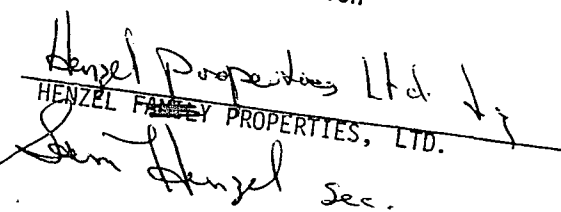
10. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this conveyance or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this conveyance if given to a corporation or company for its general benefit.

11. The attached statement marked "Exhibit B" entitled Reclamation 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 date first above written.

THE UNITED STATES OF AMERICA

By 
Acting Regional Director
Mid-Pacific Region
Bureau of Reclamation

Henzel Properties Ltd. 
HENZEL FAMILY PROPERTIES, LTD.
Sam Henzel Sec.



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EXHIBIT 'A'

DRAWN (initials) SUBMITTED.....
TRACED.....RECOMMENDED.....
CHECKED.....APPROVED.....
KLAMATH FALLS, OR. 12-1-81 12-201-5301

LAND-USE STIPULATION

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The United States has granted this easement for special use as a(n)
access road.

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.

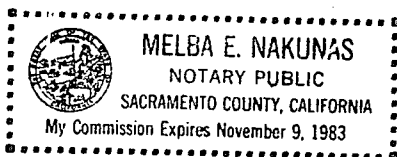
EXHIBIT "B"

STATE OF CALIFORNIA }
County of Sacramento } ss.

On this 23 day of April, 1982, before
me, Melba E. Nakunas, a Notary Public in and for
the County and State aforesaid, personally appeared

Paul V. Olbert Acting Regional Director of the United States
Bureau of Reclamation, Mid-Pacific Region, known to me to be the
person whose name is subscribed to the within instrument, and acknow-
ledged 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.



(SEAL)

Melba E. Nakunas
Notary Public in and for the County
of Sacramento, State of California

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

on this 3rd day of Jan. A.D. 19 84
at 3:20 o'clock P M, and duly
recorded in Vol. MSH of Deeds
198 56

EVELYN BIEHN, County Clerk

By Paul Smith Deputy

Fee 32.00

Return to:
Jenzel Bros.
P.O. Box 84
Midland, OR 97634