

When recorded, mail to:
U.S. Bureau of Reclamation
Real Estate Division (MP-2600)
2800 Cottage Way
Sacramento, CA 95825-1898

K-37055

46902

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

Vol. M85 Page 3931

Klamath Irrigation District
1-G-1 Drain

Contract No. 5-07-20-L3102

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 11th day of December, 1984, in pursuance of the Act of June 17, 1902 (32 Stat. 388) and the Act of August 4, 1939 (Ch. 418, 53 Stat. 1187) Sec. 14, and acts amendatory thereof or supplementary and applicable thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States represented by the contracting officer executing this contract, and

MELVIN L. STEWART

and

MARYLOU STEWART, his wife

hereinafter styled the Grantor:

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

1. Grantor does hereby grant unto the United States and its assigns, the perpetual right, privilege and easement for the operation and maintenance of the 1-G-1 drain which is a necessary part of the Klamath Irrigation District's drainage system, within, over and across the real property hereinafter described and designated as:

A strip of land in the Northeast quarter (NE1/4) of the Southeast (SE1/4) of Section Sixteen (16), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon, shown on United States Drawing No. 12-201-5342, and more particularly described as follows:

All that portion of the West 20.0 feet of the East 62.0 feet of said Northeast quarter (NE1/4) of the Southeast quarter (SE1/4) lying Northerly of the North boundary of the tract of land described in the Warranty Deed to Pape Bros., Inc., an Oregon corporation, recorded December 20, 1982, in Volume M82 of Deeds at page 18158 of the Official Records of said County.

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

Checked as to Engineering data

Wayne D. Day 1-30-85

85 MAR 15 PM 1 00

3. The grant of easement herein contained shall include the right of the United States to enter upon said land for maintenance and operation of the 1-G-1 drain. Grantor reserves the right to cultivate, occupy and use the premises for any purpose consistent with the rights and privileges above granted to the United States and its assigns, or the use thereof. The right to occupy and use said land by Grantor shall not prevent the United States or its assigns reasonable access thereto for the purpose of operation and maintenance of 1-G-1 drain. Grantor shall not construct any facilities or improvements within easement area unless prior notification is given to the United States or its assigns.

4. In full consideration for the above grant of easement, the United States agrees to quitclaim to Grantor that portion of Unit described as follows:

All that real property described in Exhibit "A" (Quitclaim Area) attached hereto and by reference made a part hereof, and graphically depicted on attached Exhibit "B".

5. The covenants and provisions herein shall inure to the benefit of and bind the successors and assigns of the Grantor.

6. 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 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 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. 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.

8. 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.

9. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and terminate.

10. 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.

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

J. M. Bordenkircher
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By *Harry T. Sackell*
Regional Real Estate Officer
Bureau of Reclamation

Melvin L. Stewart
Melvin L. Stewart Grantor

Marylou Stewart
Marylou Stewart Grantor

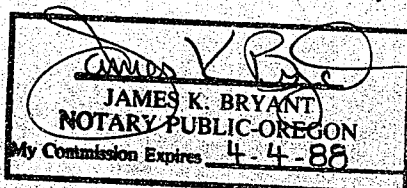
ACKNOWLEDGMENT

3934

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 11 day of DEC, 1984, before me, JAMES K. BRYANT, a Notary Public in and for the County and State aforesaid, personally appeared MARY LOU STEWART AND MELVIN L. STEWART, personally (known to me) (proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that (he) (she) (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.



James K. Bryant
(Notary Public)

EXHIBIT "A"

3935

QUITCLAIM AREA

All right, title and interest, if any, in and to real property described as follows:

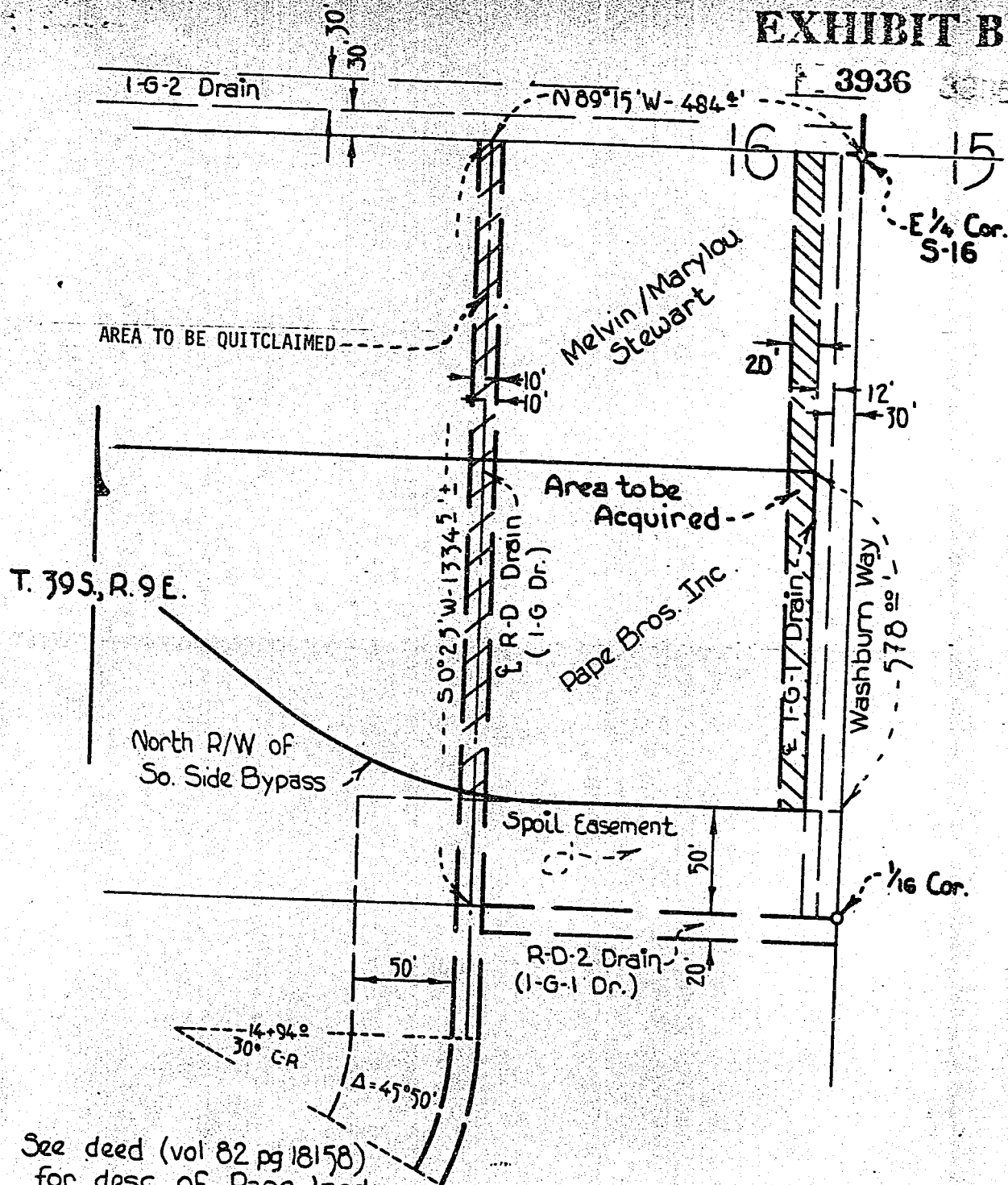
A strip of land in the northeast quarter (NE1/4) of the southeast quarter (SE1/4) of section Sixteen (16), Township Thirty-nine (39) South, Range Nine (9) East, Willamette Meridian, County of Klamath, State of Oregon; said strip of land being a portion of that certain R-D-Drain described in the quitclaim deed from Klamath Development Company to the United States of America, dated July 2, 1909, and recorded July 13, 1909, in Volume 26 at page 321 of the Official Records of said County, shown on United States Drawing No. 12-201-5342, and more particularly described as follows:

All that portion of said R-D-Drain lying northerly of the north boundary line of the tract of land described in the Warranty Deed to Pape Bros., Inc., an Oregon corporation recorded December 20, 1982, in Volume M82 of Deeds at page 18158 to the Official Records of said County.

Checked as to Engineering data

W. J. D. Day 11-20-84

EXHIBIT B



See deed (vol 82 pg 18158)
for desc. of Pape land

R/W inside so. side bypass covered
by master X-ing agrmt. w/state

Revised 12-83



JAN 13 1985

UNITED STATES
DEPT. OF THE INTERIOR
BUREAU OF RECLAMATION
KLAMATH PROJECT

No. 1-G (R-D) Drain

LAND EXCHANGE

12-3-82

12-201-5342

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for
record on the 15th day of March A.D., 1985 at 1:00 o'clock P M,
and duly recorded in Vol M85, of Deeds on page 3931.

EVELYN BIEHN, COUNTY CLERK

by: *[Signature]*, Deputy

Fee: \$ 25.00