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O-KLA-96-36

Contract No. 7-07-20-L6670

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Klamath Project

EASEMENT FOR ROADWAY ACCESS
1-C-7 DRAIN

THIS INDENTURE, made this 10th day of March, 1997, in accordance with the Act of Congress approved Jun 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, acting by and through its Department of the Interior, Bureau of Reclamation, hereinafter called the "United States," represented by the officer executing this instrument on its behalf, and the CITY OF KLAMATH FALLS, hereinafter called "Grantee."

RECITALS

The United States has constructed and the Klamath County Drainage Services District is operating, as a feature of the Klamath Project, the 1-C-7 Drain in Klamath County, Oregon; and

The Grantee proposes to cross the right-of-way of the 1-C-7 Drain with two bridges for access streets; and

No other safe and practical access is available to the Grantee; and

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 incompatible with the purpose for which said parcel was acquired and is being administered, nor will the easements interfere with the operation of the 1-C-7 Drain.

EASEMENT

In consideration of the premises and subject to the terms and conditions hereinafter set forth, the parties hereto agree:

1. The United States hereby grants to Grantee, without warranty of title, a nonexclusive right, privilege, and easement to occupy portions of the 1-C-7 Drain Right-of-Way with construction and maintenance of bridge crossings for two access streets located on a portion of United States acquired land described in the legal description and shown on the attached map marked Exhibit "A" and made a part hereof.

2. Upon execution of this instrument Grantee shall pay to the United States a fee of \$850.00, said sum reflects the fair market value for the easement areas. In addition, the Grantee will reimburse the United States for all administrative costs.

3. 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 Grantees' activities under this easement.

4. 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.

5. 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 of subordination to Grantee of the jurisdiction or supervision of the United States in the land herein described.

6. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the Grantee.

7. If Grantee ceases to use the easement for an access road for a period of 5 years, such easement shall terminate and the Grantee may be required, at the discretion of the United States, to restore the land to its original condition. Said restoration shall be at the expense of the Grantee.

8. The following Hazardous Materials provisions are applicable to this easement:

(a) The grantee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.

(b) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(c) The grantee may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(d) The grantee shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

(e) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The grantee agrees to include the provision contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the grantee using reasonable diligence, to comply with the provision of this Article.

9. Construction and Maintenance:

(a) All construction, reconstruction, or maintenance work shall conform to normal acceptable engineering standards, be in accordance with all applicable Federal, State, and local laws, rules, and regulations, and shall be done in such manner as to not interfere with those rights and privileges of the United States, together with the responsibility for any damage to United States facilities and/or loss of use as a result of damages to the facilities.

(b) Any culverts to be placed in the 1-C-7 Drain will be placed on grade and properly sized by the Grantee with the approval of Klamath County Drainage Services District. The size of the culverts placed in these two crossings has been determined to be 36 inches. Future maintenance will be the responsibility of the Grantee. If in the future it becomes necessary to enlarge the 1-C-7 Drain, the Grantee agrees to remove or modify facilities constructed under this easement at the Grantee's expense.

10. Failure of the Grantee to comply with any of the conditions and requirements of this easement shall warrant termination of the easement.

11. 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.

12. 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.

13. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the Grantee's work; provided, however, that if such reserved rights are not identified in at least general terms in this easement and exercised for works authorized by the Congress within 10 years following the date of this easement, they will not be exercised unless the Grantee, or Grantee's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate, or institute mitigation measures for any resultant damages to

works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost for reconstruction of Grantee's works to accommodate the exercise of the United State's reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Grantee's works to accommodate the United States facilities, or may provide other adequate mitigation measures for any damage to the Grantee's property or right. The decision to compensate or mitigate is that of the appropriate Regional Director.

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 *[Signature]*
ACT FOR Karl E. Wirkus, Area Manager
Klamath Basin Area Office

NOTED:

KLAMATH COUNTY DRAINAGE SERVICES DISTRICT

By *Francis Roberts*
Francis Roberts, Manager
Klamath County Drainage Services District

By *Ron Kroop*
Ron Kroop, Public Works Director
CITY OF KLAMATH FALLS
226 S. 5th Street - P.O. Box 237
Klamath Falls, Oregon 97601

After recording, return to:

City Recorder
P.O. Box 237
Klamath Falls, OR 97601



9024

REGENCY ESTATES**Parcel 1 at Glenwood Drive**

A 100.00 foot wide strip of land located in the SE1/4 NW1/4 of Section 14, T.39S., R.9E., W.M., Klamath County, Oregon, being 50.00 feet on each side of the following described centerline:
Beginning at a point on the center of Glenwood Drive in Tract 1064, First Addition to Gatewood, on the southerly right-of-way line of the U. S. Bureau of Reclamation 1-C-7 Drain, from which point the northeast corner of Lot 1, Block 15 in said Tract 1064 bears S88°15'19"W 30.00 feet; thence N1°44'41"W 65.00 feet to the northerly right-of-way line of said 1-C-7 Drain.

12/10/96
#1858-01

EXHIBIT A
143



9025

REGENCY ESTATES

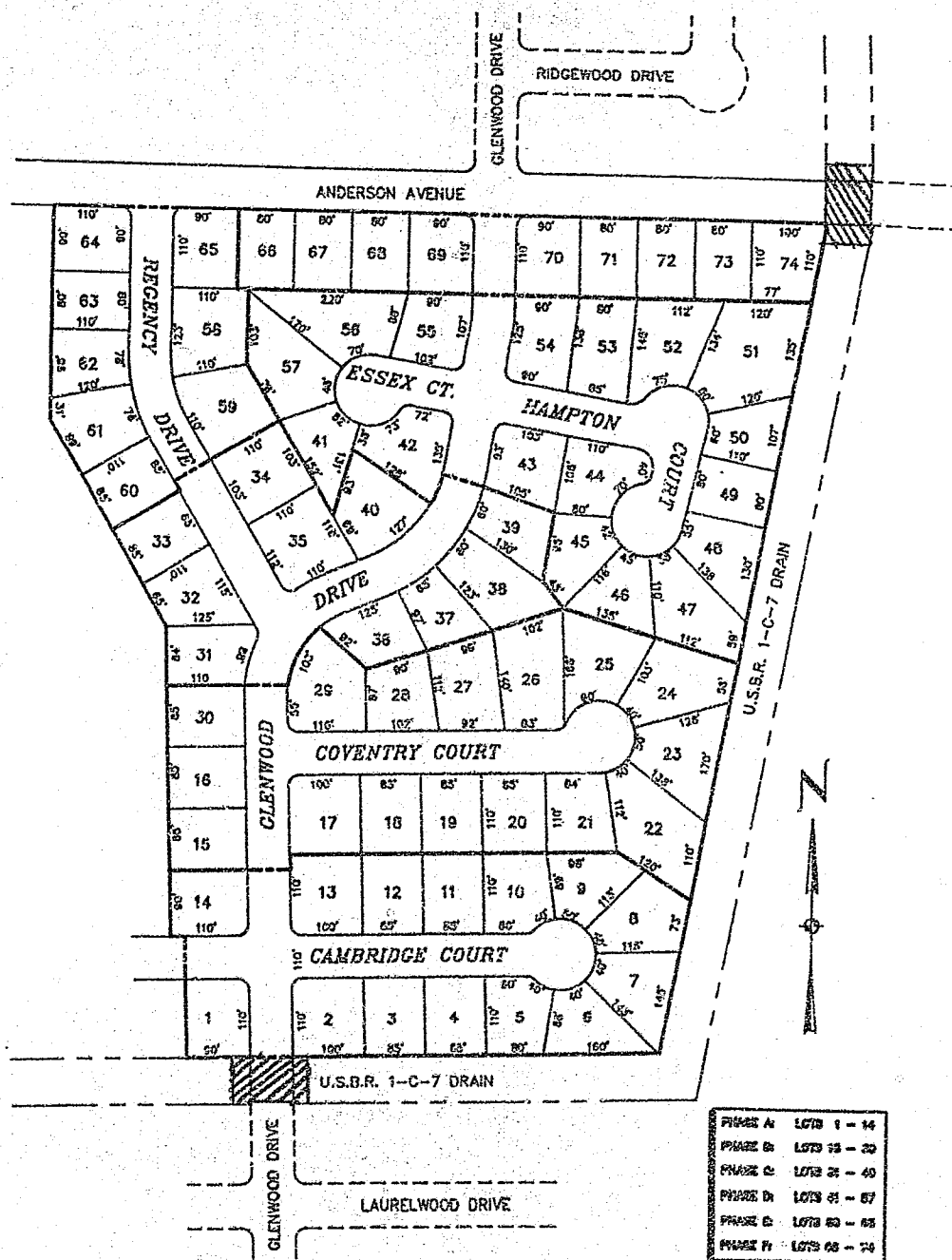
Parcel 2 at Anderson Avenue

A 100.00 foot wide strip of land located in the NE1/4 of Section 14, T.39S., R.9E., W.M., Klamath County, Oregon, being 50.00 feet on each side of the following described centerline:
Beginning at a point on the center of Anderson Avenue in Tract 1035, Gatewood, on the easterly right-of-way line of the U. S. Bureau of Reclamation 1-C-7 Drain, from which point the southwest corner of Lot 6, Block 2 in said Tract 1035 bears N1°17'15"W 30.01 feet; thence N89°58'56"W 65.00 feet, more or less, to the westerly right-of-way line of said 1-C-7 Drain.

12/10/96
#1858-01

EXHIBIT A
2 of 3

REGENCY ESTATES



PHASE A	LOTS 1 - 14
PHASE B	LOTS 15 - 30
PHASE C	LOTS 31 - 40
PHASE D	LOTS 41 - 57
PHASE E	LOTS 58 - 65
PHASE F	LOTS 66 - 74

ADKINS

2520 Shoals Way • Klamath Falls, Oregon 97603 • (503) 824-1428 • FAX (503) 824-5339
 Klamath Falls, OR • Madras, OR • Orono, OR

REGENCY ESTATES TRACT 1292 PRELIMINARY PLAT

IN THE NW 1/4 SECTION 14, T38S, R09E, W11E
 CITY OF KLAMATH FALLS
 KLAMATH COUNTY, OREGON

EXHIBIT A

343

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of _____ City Recorder _____ the 27th day
 of March A.D., 19 97 at 2:32 o'clock P. M., and duly recorded in Vol. M97
 of Deeds on Page 9020

FEE \$40.00

Bernetha G. Letsch, County Clerk
 by Kathleen Reed