

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

U.S. BUREAU OF RECLAMATION  
2800 COTTAGE WAY, MP-450  
SACRAMENTO, CA 95825-1898

'02 JUL 26 AM 8:47

cc Jeanie Sawyer

Vol M02 Page 42082

State of Oregon, County of Klamath

Recorded 07/26/2002 8:47 a. m.

Vol M02, Pg 42082-84

Linda Smith, County Clerk

Fee \$ 31.<sup>00</sup> # of Pgs 3

Contract No. 02-LC-20-7909

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project

CONTRACT AND GROUND LEASE

THIS LEASE, made and entered into this date by and between MARTA KOLLMAN nka MARTA C. CARPENTER, whose address is P.O. Box 1810, Klamath Falls, OR 97601 and whose interest in the property hereinafter described is that of fee title, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the United States.

WITNESSETH: The parties hereto for the consideration hereinafter mention, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

*Lots 3, 4, 5, 6, 7, 8, and 9, Block 45, BUENA VISTA ADDITION TO KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.*

*EXCEPT therefrom that property described in those deeds to the City of Klamath Falls, Oregon, recorded in Book M70, page 1039 and in Book M81, page 4730, both Microfilm Records of Klamath County, Oregon.*

to be used by the United States, its contractors and assignees for construction staging, storage of construction equipment, fuel storage, access, and other purposes associated with the construction of the A Canal Fish Screen project of the U.S. Bureau of Reclamation.

2. At the end of construction it will be a requirement of the specifications that the contractor remove all waste materials and return the property to its pre-construction condition.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2002, through July 31, 2003, subject to termination and renewal rights as may be hereinafter set forth.

4. The United States shall pay the Lessor \$2,400 lump sum for the 12-month term of the lease, which amount has been determined by an appraisal of the interest being acquired.

5. The United States may terminate this lease at any time by giving at least 30 days notice in writing to the Lessor.

6. This lease may be renewed at the option of the United States for \$200 per month, provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

7. The United States agrees to cooperate to the extent allowed by law in the submission of claims, pursuant to the Federal Tort Claims Act, against the United States or a third party for personal injury or property damage resulting from the negligent act or omission of any employee of the United States in the course of his or her employment arising under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

Marta C. Kollman nka  
By: Marta C. Carpenter  
Marta C. Kollman nka Marta C. Carpenter

25 July 2002  
Date

UNITED STATES OF AMERICA:

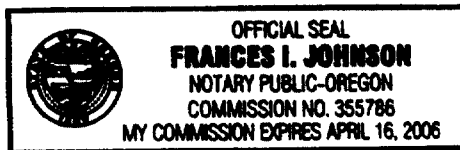
By: Dave Sabo  
Dave Sabo  
Manager, Klamath Basin Area Office

7/25/02  
Date

## ACKNOWLEDGEMENT

STATE OF OREGON                     )  
   ) ss.  
 COUNTY OF KLAMATH             )

On this 25<sup>th</sup> day of July, 2002, before me,  
Marta C Kollman nke Marta C Carpenter personally appeared  
 \_\_\_\_\_, personally known to me or proved  
 to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument  
 and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the  
 instrument the person, or entity upon behalf of which the person acted, executed the instrument.

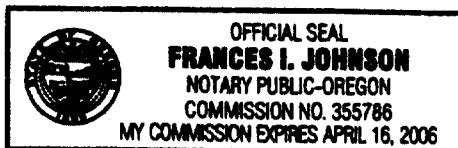


Frances I. Johnson  
 SIGNATURE OF NOTARY  
 My commission expires 4/16/2006  
 (SEAL)

## ACKNOWLEDGEMENT

STATE OF OREGON                     )  
   ) ss.  
 COUNTY OF KLAMATH             )

On this 25<sup>th</sup> day of July, 2002, before me,  
Dave Sabo personally appeared  
 \_\_\_\_\_, personally known to me or proved  
 to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument  
 and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the  
 instrument the person, or entity upon behalf of which the person acted, executed the instrument.



Frances I. Johnson  
 SIGNATURE OF NOTARY  
 My commission expires 4/16/2006  
 (SEAL)