

Returned to Office

Recording requested by and when  
recorded mail to:

U.S. Bureau of Reclamation  
Mid-Pacific Region  
Resources Management MP-450  
2800 Cottage Way  
Sacramento, California 95825-1898

2009-005933

Klamath County, Oregon



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04/29/2009 02:24:28 PM

Fee: \$61.00

Klamath Project, California  
Farm Bridge No. KLAM-040  
Lost River Improved Channel

## QUITCLAIM DEED

### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

FOR VALUE RECEIVED, consisting of cost savings to the United States for the continued care, operation and maintenance of, and liability for a wooden livestock crossing, the **UNITED STATES OF AMERICA**, acting by and through the Regional Director, Mid-Pacific Region, Bureau of Reclamation, for the Secretary of the Interior, in pursuance of the Federal Property and Administrative Services Act of 1949 (Act of June 30, 1949; 63 Stat. 377) and acts amendatory thereof or supplementary thereto, does hereby quitclaim, release, and convey to **Hal Balin, Trustee, Balin Farm Trust** 13600 Homedale Road, Klamath Falls, Oregon 97603, his successors and assigns, all of its right, title and interest in a wooden livestock crossing and its appurtenances, referred to as Farm Bridge No. KLAM-040, located within an easement described in Exhibit "A" attached hereto and made a part hereof.

It is not the intention of this Quitclaim Deed to extinguish any rights granted to the United States under said easement, more particularly described in the Contract and Grant of Easement to the United States, dated February 21, 1952 and recorded December 22, 1952 in Deed Book 258, Page 317, with the exception of the aforementioned wooden livestock crossing, and the right of the grantee herein to use said crossing in any manner that does not interfere with or cause harm to the Lost River Improved Channel.

~~Also, reserving to the UNITED STATES OF AMERICA the right to cross aforementioned crossing for purposes of operation and/or maintenance of the Lost River Improved Channel.~~

The grantee herein accepts the aforementioned crossing in an "as is" condition and shall be responsible for all liability, maintenance, and necessary repairs and upgrades associated with said crossing. The United States reserves the right to require grantee to perform any repairs to the crossing if said repairs are necessary to protect the Lost River Channel.

SUBJECT TO existing rights-of-way or easements of any nature whatsoever, in use or of record in favor of the public or third parties.

ORIGINAL

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused this deed to be executed this 26<sup>th</sup> day of February 2008.<sup>9</sup>

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

*Steph R. Pahn*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA


By: *James F. Woodley*  
Regional Resources Manager  
Bureau of Reclamation  
Mid-Pacific Region

### ACCEPTANCE OF GRANTEE

The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Quitclaim Deed. Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

#### BALIN FAMILY TRUST

Grantee

By:   
Hal Balin, Trustee

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

KLAMATH PROJECT - OREGON-CALIFORNIA

Unit No. 25

Contract No. 175-5099

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 21st day of February, 1952, in pursuance of the Act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary or applicable thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the contracting officer executing this contract, and Otto Balin and Ethel Balin (husband and wife), hereinafter styled the Vendor:

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

1. Vendor hereby grants unto the United States, its successors and assigns, the perpetual right, privilege and easement to construct, reconstruct and maintain a channel for the waters of Lost River and the W-1 Lateral, and to place material excavated from said channels in and upon the following described land situated in the County of Klamath, State of Oregon, to wit:

All those portions of Section six (6), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section seven (7) and the West half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section eighteen (18), Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twelve (12), Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, included in a strip of land two hundred sixty (260) feet in width, extending one hundred thirty (130) feet on either side, said centerline beginning at a point in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section thirteen (13), Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, from which the section corner common to Sections twelve (12) and thirteen (13), Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, and Sections seven (7) and eighteen (18), Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, bears North 1°49' East a distance of 2217.5 feet, and running thence on a curve right, the tangent to which at said point of beginning bears North 20°16' West, having a radius of 573.0 feet an arc distance of 215.7 feet, thence North 1°18' East a distance of 2005.2 feet, more or less, to a point on the section line common to Sections twelve (12) and thirteen (13), Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, from which the section corner common to Sections twelve (12) and thirteen (13), Township and Range aforesaid, and Sections seven (7) and eighteen (18), Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, bears North 89°41' East a distance of sixty (60) feet; thence North 1°13' East

EXHIBIT A

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a distance of 1336.0 feet, more or less, to a point on the North boundary of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twelve (12) Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, from which the Northeast corner of said Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twelve (12) bears North 89°43' East a distance of 60.0 feet; thence North 1°18' East a distance of 1336.2 feet to a point on the South boundary line of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twelve (12), Township and Range aforesaid, from which the Southeast corner of said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twelve (12) bears North 89°51' East a distance of 60.0 feet; thence North 1°18' East a distance of 1331.8 feet to a point on the North boundary of said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twelve (12) from which the Northeast corner of said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twelve (12) bears North 89°56' East a distance of 60.0 feet; thence North 1°18' East a distance of 1333.6 feet, more or less, to a point on the South boundary line of Section one (1), Township and Range aforesaid, from which the section corner common to Sections one (1) and twelve (12), Township and Range aforesaid, and six (6) and seven (7), Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, bears North 89°55' East a distance of 60.0 feet; thence North 1°18' East a distance of 5198.8 feet, more or less, to a point on the North boundary line of said Section one (1), from which the Township corner common to Townships forty (40) and forty-one (41) South, and Ranges thirteen (13) and fourteen (14) East, Willamette Meridian, bears North 89°59' East a distance of 60.0 feet.

All that portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section eighteen (18) in Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, lying south and west of Lost River.

The above parcels of land are for the Lost River Channel Improvement, include all of the above-described land lying in Section six (6), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section seven (7), and the west half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section eighteen (18), Township forty-one (41) South, Range fourteen (14) East, Willamette Meridian, and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section twelve (12), Township forty-one (41) South, Range thirteen (13) East, Willamette Meridian, and contain 22.24 acres, more or less.

2. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

3. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of THREE THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$3,280.00).

4. It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 2 hereof, shall be removed by or on behalf of Vendor.

5. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

6. 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.

*Thomas J. Clark*  
Assistant Regional Counsel

THE UNITED STATES OF AMERICA

By *R. S. Stand*  
Acting Regional Director

*Robert D. Balin*  
Vendor

*Ethel Balin*  
Vendor

Witness



ST. CR.

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STATE OF Oregon )  
COUNTY OF Klamath ) SS.

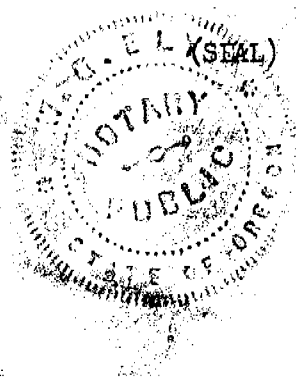
BE IT REMEMBERED, That on this 21st day of February,  
A. D., 19 52, before me, the undersigned, a Notary Public in and for the  
said State and County, personally appeared the within named \_\_\_\_\_  
Otto Balin and Ethel Balin

who are known to me to be the identical individual s described in and who  
executed the within instrument, and acknowledged to me that they  
executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the  
day and year last above written.

[Signature]  
Notary Public for Oregon

My Commission expires Dec. 4, 1953



STATE OF OREGON, County of Klamath, ss.  
Filed for record at request of Klamath County Abstract Co.  
this 22 day of December, A.D. 1952 at 4:20 o'clock P.M., and  
duly recorded in Vol. 256, of Deeds, on Page 317.  
CHAS. F. DEBEL, COUNTY CLERK

By Betty Bronson Deputy.  
# 300 Collect.

ACKNOWLEDGEMENT

State of Oregon

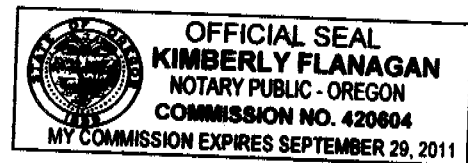
County of Klamath

On 11/5/08 before me, Kimberly Flanagan, a notary public, personally appeared Hal Balin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing is true and correct.

Witness my hand and official seal.

Signature Kimberly Flanagan



(Seal)



## ACKNOWLEDGMENT

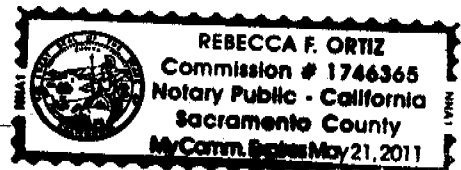
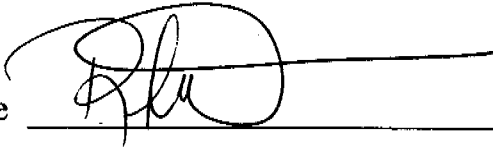
State of CALIFORNIA  
County of SACRAMENTO

On 2/26/09, before me, Rebecca F. Ortiz, Notary Public, personally appeared Richard J. Woodley, Regional Resources Manager, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)