

#### WHEN RECORDED MAIL TO:

U.S. Department of the Interior Bureau of Reclamation, MP-450 2800 Cottage Way Sacramento, CA 95825-1898 2015-002129

Klamath County, Oregon 03/11/2015 09:59:31 AM

Fee: \$72.00

DOCUMENTARY TRANSFER TAX: None This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code Section 11922.

Klamath Project, Oregon Upper Dry Lake Lateral Contract No. 13-LC-20-0331

## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

UPPER DRY LAKE LATERAL KLAMATH PROJECT, OREGON

# GRANT OF EASEMENT FROM JASON P. NASH TO THE UNITED STATES, DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

#### **RECITALS**

**WHEREAS**, in 1924, the United States acquired a portion of land for the Upper Dry Lake Lateral in the Clear Lake Part, Langell Valley Division, Klamath Project from Mr. William Warren and Mrs. Mattie Warren on the 11<sup>th</sup> day of September, 1923, recorded in the County of Klamath, Oregon on the 11<sup>th</sup> day of February 1924 in Book 63 on Page 443; and

**WHEREAS**, a portion of the United States' Upper Dry Lake Lateral has been relocated and the United States has quitclaimed the unneeded portion to Jason P. Nash under Contract No. 14-LC-20-0552; and

WHEREAS, the United States now requests Grantor grant to it a 120 foot wide perpetual easement on, over, under, and across a portion of those lands located in Section 24, Township 39S, Range 11E, Willamette Meridian, County of Klamath, State of Oregon, described in Exhibit "A", and depicted on the map in Exhibit "B" for the purpose of the Upper Dry Lake Lateral; and



WHEREAS, the Grantor has agreed to grant a perpetual easement to the United States under the terms and conditions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual agreements and subject to the terms and conditions herein contained, the parties hereto agree as follows:

#### **EASEMENT**

1. The Grantor, his successors and assigns, hereby grant, bargain, convey, and confirm unto the United States and its assigns, the perpetual right, power, privilege, and easement to access, operate, maintain, and repair the area known as the Upper Dry Lake Lateral, as shown on the attached Exhibit "A" and shown on the map attached as Exhibit "B" both of which are attached hereto and made a part hereof, and hereinafter referred to as the "easement premises".

#### **TERMS AND CONDITIONS**

- 1. The Grantor hereby releases the United States and its assigns of all obligations to have an appraisal prepared to determine the amount of just compensation for the rights granted.
- 2. The Grantee shall be responsible for the maintenance of an existing drain that runs under the easement area.
- 3. The Grant of Easement herein contained shall include the right to (a) trim, cut, fell and remove underbrush, obstructions, and any other vegetation, structures, or obstacles within the easement premises, and (b) such other uses requisite in the maintenance, repair and use of said easement premises.
- 4. The Grantor, his successors and assigns, reserve the right to use and enjoy the easement premises for any purpose which will not interfere with the easement, rights, and privileges herein granted to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings or structures, or permission to the public to use any part thereof without advance written permission on behalf of the United States or its assigns.
- 5. The Grant of Easement herein contained is subject to existing rights-of-way for highways, roads, railroads, pipelines, electrical transmission lines, telegraph and telephone lines on, over and across the lands described in the attached Exhibit "A" and shown in Exhibit "B" and to any mineral rights of record outstanding in third parties on the date of this Grant of Easement.
- 6. The Grantor warrants that the Grantor has not employed any person to solicit or secure this Grant of Easement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the Grant of Easement. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through a bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business with other than the United States.
- 7. No member of Congress shall be admitted to any share or part of this Grant of Easement, or to any benefit that may arise hereupon, but this restriction shall not be construed to extend to this Grant of Easement if made with a corporation or company for its general benefit.

8. The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all person whomsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Easement executed the day and date first above written.

Appressed as to legal form and sufficiency

STOCKYALL DE BESSESS CONCUESOS

OTHER OF RESERVE SOLICITOR

Richard J. Woodley

Regional Resources Manager Bureau of Reclamation

Mid-Pacific Region

**GRANTOR:** 

JASON P. NASH

#### **Exhibit A**

#### LEGAL DESCRIPTION FOR CANAL EASEMENT

A portion of the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼, Section 24, Township 39 South, Range 11 East, Willamette Meridian, County of Klamath, State of Oregon, being a 120 foot wide strip of land, the centerline of which is more particularly described as follows:

Beginning at a Point on the westerly line of the Southeast ¼ of the Southwest ¼ of said Section 24, from which the Southwest corner of said Section 24 bears the following two courses:

- 1) South 0°41'56" West 1200.39 feet;
- 2) South 89°14'53" East 3955.05 feet;

Thence from the Point of Beginning, South 89°06'01" East, 1657.69 feet to the point of termination.

Containing 4.57 acres of land, more or less.

The sidelines to be either shortened or lengthened to close on the end lines.

The bearings shown herein are based upon the Oregon Coordinate System of 1983 (based upon NAD 83, epoch 2007.00), South Zone. All distances are in U.S. Survey Feet.

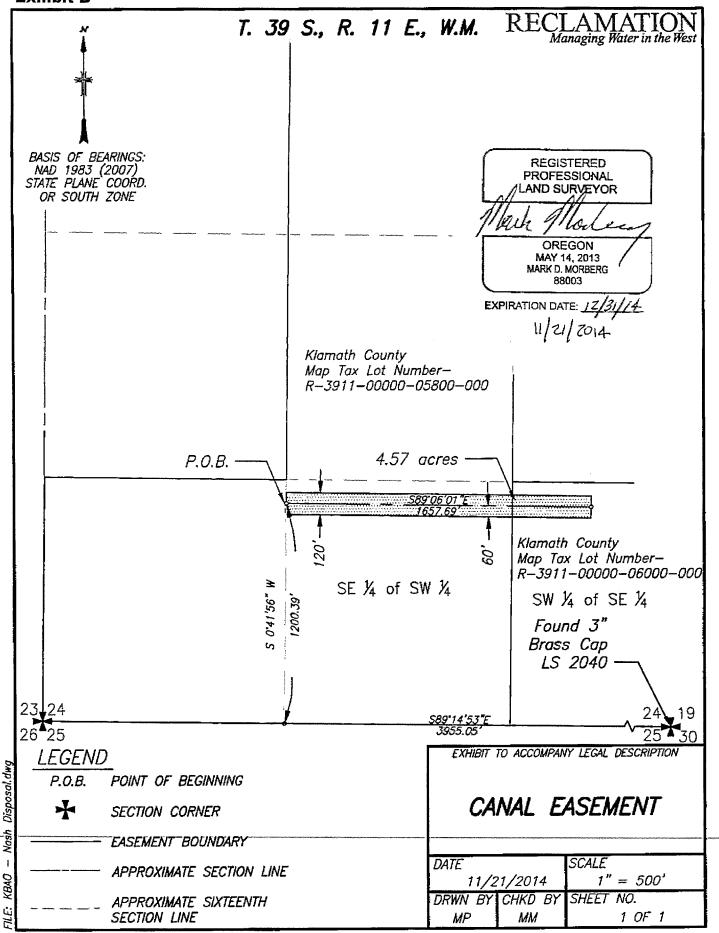
Written by:

Mark Morberg, PLS 88003 Chief, Surveys and Mapping Branch Bureau of Reclamation, Mid-Pacific Region 2800 Cottage Way (MP220) Sacramento, CA 95825 Tel (916) 978-5306

REGISTERED PROFESSIONAL LAND SURVEYOR

ORÉGON MAY 14, 2013 MARK D. MORBERG 88003

EXPIRATION DATE: 12/3/14
11/21/2014



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Contract No. 13-LC-20-0331

#### ACKNOWLEDGMENT

State of CALIFORNIA County of SACRAMENTO

On <u>Fabruary 24</u>, 3015, before me, Charlene Stemen, Notary Public, personally appeared Richard J. Woodley, Regional Resources Manager for the United States of America, acting by and through its Department of the Interior, Bureau of Reclamation, who 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 the entity upon behalf of which the person 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.

Charles & Stener

Signature

CHARLENE L. STEMEN
Commission # 1929678
Notary Public - California
Sacramento County
My Comm. Expires Mar 21, 2015

(Seal)

### ACKNOWLEDGMENT (FOR THE GRANTOR)

STATE OF OREGON )
COUNTY OF Klamath ) ss.
On this 9 day of March, 2015, before me,  Churice F. Treasure , personally appeared,
Cherice F. Treasure, personally appeared,
Notary Public Juson P. Nash ——
Name of Grantor Title
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the
person who executed this instrument, and acknowledged to me that s/he executed the
same on behalf of the United States of America in the capacity therein stated and for the
purposes therein contained.
Witness my hand and official seal.
Cherica J. Melloure  SIGNATURE OF NOTARY
My Commission expires: UITIOTU  OFFICIAL SEAL CHERICE F TREASURE
(SEAL)  NOTARY PUBLIC- OREGON COMMISSION NO. 468299 MY COMMISSION EXPIRES JUNE 17, 2016