

1396-11967

2018-003067

Klamath County, Oregon

03/21/2018 11:33:01 AM

Fee: \$87.00

WHEN RECORDED MAIL TO:

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

PORTION of Map Tax Lot
No. 3910-02900-02000-000

DOCUMENTARY TRANSFER TAX: None
Consideration: \$4,840.00

Klamath Project
Klamath County, Oregon
Contract No. 14-LC-20-0548

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
KLAMATH PROJECT

CONTRACT AND GRANT OF PERPETUAL EASEMENT
FROM
JOHN J. KROPHOLLER AND SHERI G. KROPHOLLER
TO
THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR,
BUREAU OF RECLAMATION

GRANTORS:

**John J. Kropholler and Sheri G. Kropholler,
As Tenants by the Entirety**

THIS CONTRACT made this 6th day of March, 2018, pursuant of the Reclamation Act of 1902 (32 Stat. 388) and Acts amendatory thereof and supplemental thereto, all of which are commonly known and referred to as Federal Reclamation Law, between THE UNITED STATES OF AMERICA ("Grantee"), acting by and through the Department of the Interior ("Interior"), Bureau of Reclamation, represented by the officer executing this Contract and Grant of Perpetual Easement ("Easement") on its behalf, and JOHN J. KROPHOLLER AND SHERI G. KROPHOLLER, as Tenants by the Entirety, ("Grantor" or "Grantors"), current owners of the lands located in Klamath County, Oregon, shown on the map labeled Exhibit "A" and more particularly described in Exhibit "B". Grantee and Grantors collectively referred to as "Parties" herein.

RECITALS

WHEREAS, the Klamath Project ("Project") was constructed by order of the Secretary of the Interior pursuant to the authority of the Reclamation Act, for the purpose of providing irrigation to lands within the Klamath Basin, and for other lawful and beneficial purposes; and

WHEREAS, to accomplish the lawful purposes of the Project, facilities including the F-1 Lateral were constructed in the past, and the F-1 Lateral was at some later time extended to benefit the Project, including specifically the conveyance of waters for beneficial use; and

WHEREAS, it has come to the attention of the Parties that portions of the extended F-1 Lateral were previously constructed over lands of the Grantors without formal acquisition of an easement or other written document conveying to the Grantee the right to enter, construct, and use the F-1 Lateral; and

WHEREAS, it is the mutual desire and intent of the Parties that the F-1 Lateral remain in place, but to also mutually reconcile and ratify the use of the lands of the Grantors and the rights of the Grantee through execution of this Contract and Grant of Easement;

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

EASEMENT TERMS

1. The Grantors, their heirs, successors, and assigns, for valuable consideration hereinafter expressed, acceptance of which is hereby acknowledged, do hereby grant, bargain, convey and confirm unto the Grantee and its assigns, the right, privilege, and perpetual easement to access, construct, reconstruct, use, inspect, repair, operate, and maintain, and abandon and remove the F-1 Lateral, shown on the map in Exhibit "A" and more particularly described in Exhibit "B" all of which Exhibits are attached hereto and made a part hereof.

2. The Grantors shall convey, and the Grantee shall accept, this Easement on the terms herein expressed. Upon execution, the rights granted herein shall become effective on the date hereinabove written, and shall remain effective in perpetuity.

3. As complete compensation and consideration for the Grant of Easement and the use of said lands by the United States as provided herein, the United States shall pay to the Grantor the sum of \$4,840.00, including just compensation for the land rights taken and severance damages. The Grantor hereby releases the United States

and its assigns of all obligations to complete a self-contained appraisal to determine the amount of just compensation.

4. The Easement premises herein described shall include the right of the Grantee to:

a. construct, reconstruct, excavate, remove, clean, repair, maintain, or alter the F1 Lateral in any manner within the limits of the Easement described;

b. trim, cut, fell and remove underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Easement as necessary to allow reasonable, safe, and reliable operation of the F1 Lateral;

c. mark or fence the boundary, if determined necessary by the Grantee, at the expense of the Grantee, to protect improvements, features, or public safety, in coordination with the Grantor, and assuring continued reasonable use and access by the Grantor via gate(s) or other means mutually agreeable;

d. reasonable access, ingress, and egress for the purposes of allowing the uses described herein and as shown on the attached Exhibit A.

5. The Grantors, their successors and assigns, reserve the right to use and enjoy the fee estate servient to the Easement for any purposes which will not interfere with the Easement privileges herein conveyed to the Grantee, or endanger or damage any improvements or features of the Grantee on the premises of the Easement, but such reserved rights shall not extend to or include the following unless specifically approved in writing by the Grantee:

a. the erection of any buildings or structures within the easement area without written approval of the Grantee;

b. the planting, replanting, cultivation, or placement of any species of shrubs or trees;

c. the removal, shifting or alteration in any manner of sand, gravel, concrete, or other materials contributing to the stability and utility of the F1 Lateral without the written permission of the Grantee;

d. the conveyance or diversion of water by underground, or above ground pump, pipe, hose, ditch, or other conveyance or system, except as may be legally permitted under authority other than this Easement.

6. The Grantors agree to take reasonable care to avoid, prevent, or inform the Grantee of, contamination, damage, trespass, and unauthorized trespass or encroachment upon the Easement premises by the Grantors, their successors, assigns, agents, or other third parties.

7. The Easement is subject to existing rights for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines and existing structures present as of the date of this Easement on, over and across the premises of the easement and to any mineral rights of record outstanding in third parties on the date of this Contract and Grant of Easement.

8. Any reconstruction or relocation of the F-1 Lateral or change in use of the premises which is not in accordance with this easement shall not be initiated without advance written approval of the United States and a new legal description shall be recorded and a copy provided to the United States at no cost to the United States.

9. The Grantors warrant that no person or agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Contract and Grant of Easement without liability or in its discretion to require the Grantor to pay the full amount of such commission, percentage, brokerage, or contingent fee.

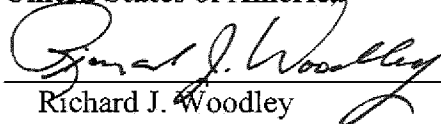
10. No Member of Congress shall be admitted to any share or part of this Contract and Grant of Easement made, entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

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

GRANTEE

The United States of America

By:



Richard J. Woodley
Regional Resources Manager
Mid-Pacific Region
Bureau of Reclamation

GRANTORS

John J. Kropholler and Sheri G. Kropholler, as Tenants by the Entirety



John J. Kropholler

Date: 10-25-17



Sheri G. Kropholler

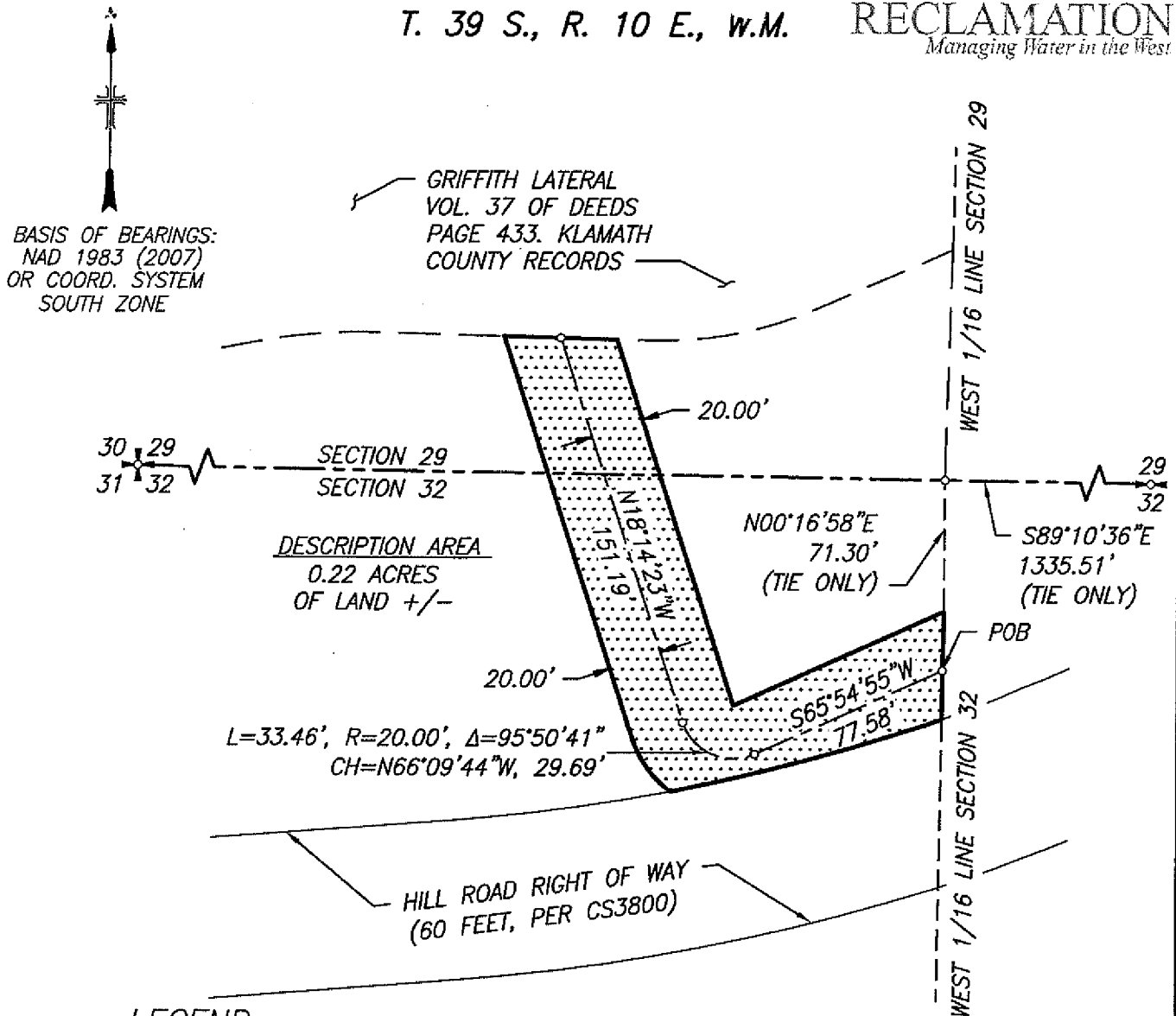
Date: 10-25-17

EXHIBITS

1. EXHIBIT A
2. EXHIBIT B

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T. 39 S., R. 10 E., W.M.

RECLAMATION
Managing Water in the West

LEGEND

	SECTION CORNER		HILL ROAD RIGHT OF WAY
	QUARTER SECTION CORNER		GRIFFITH LATERAL BOUNDARY
	DIMENSION POINT		APPROXIMATE 16th SECTION LINE
POB	POINT OF BEGINNING		APPROXIMATE SECTION LINE
	DESCRIPTION LINE		ACQUISITION AREA

REGISTERED
PROFESSIONAL
LAND SURVEYOROREGON
NOVEMBER 9, 2010
GERALD THEOPHIL DAVIS
84194

EXPIRATION DATE: 12/31/2013

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

F-1 ACQUISITION
KROPHOLLER

DATE

08/26/2013

SCALE

1" = 60'

DRWN BY

NDB

CHKD BY

GTD

SHEET NO.

1 OF 1

LAND DESCRIPTION

A portion of the southwest quarter of the southwest quarter of Section 29 and the northwest quarter of the northwest quarter of Section 32, Township 39 South, Range 10 East, Willamette Meridian, County of Klamath, State of Oregon, being a 40 foot wide strip of land, the centerline of which is more particularly described as follows:

Beginning at a Point on the West one sixteenth line of said Section 32, from which the north quarter corner of said Section 32 bears the following two courses:

1. North 00°16'58" East, 71.30 feet along the West one sixteenth line of said Section 32 to the North line of said Section 32;
2. South 89°10'36" East, 1335.51 feet along the North line of said Section 32;

Thence from the Point of Beginning, the following three course:

1. South 65°54'55" West, 77.58 feet to the beginning of a curve to the right;
2. Along said curve to the right having a radius of 20.00 feet, an arc length of 33.46 feet, a central angle of 95°50'41" and being subtended by a chord bearing North 66°09'44" West a distance of 29.69 feet;
3. North 18°14'23" West, 151.19 feet to the southerly boundary of the Bureau of Reclamation's "Griffith Lateral" as described in Volume 37 of Deeds, Page 433, Klamath County Records and the Point of Termination.

Excepting therefrom that portion lying within the Hill Road Right of Way, as said right of way is shown upon County Survey 3800, on file at Klamath County Surveyor's Office.

Containing 0.22 acres of land, more or less.

The sidelines of said strip of land shall be extended or shortened as necessary to terminate at the end lines.

The bearings shown herein are based upon the Oregon State Coordinate System of 1983 (based upon NAD 83, epoch 2007.00), South Zone.

Written by:

Gerald Davis, PLS 84194

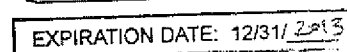
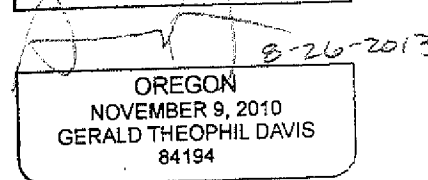
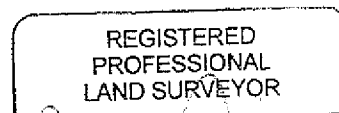
Project Land Surveyor

Bureau of Reclamation, Mid-Pacific Region

2800 Cottage Way (MP220)

Sacramento, CA 95825

Tel (916) 978-5306



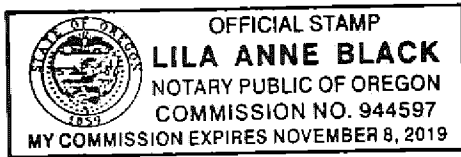
ACKNOWLEDGMENT

STATE OF OREGON}

ss.

COUNTY OF KLAMATH}

On the 25 day of October in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **John J. Kropholler**, personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person that executed the within instrument and acknowledged to me that they executed same in their authorized capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Lila A. Black
(Signature)

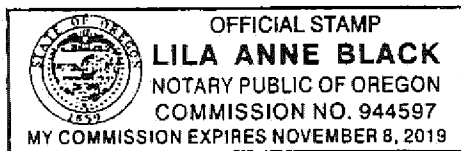
ACKNOWLEDGMENT

STATE OF OREGON}

ss.

COUNTY OF KLAMATH}

On the 25 day of October in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sheri G. Kropholler**, personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person that executed the within instrument and acknowledged to me that they executed same in their authorized capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Lila A. Black
(Signature)

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.

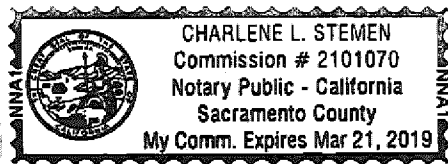
ACKNOWLEDGMENT

STATE OF CALIFORNIA}

ss.

COUNTY OF SACRAMENTO}

On March 6, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Woodley, Regional Resources Manager, personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the official of the **United States of America, Department of the Interior, Bureau of Reclamation, Mid-Pacific Region** that executed the within instrument and acknowledged to me that they executed same in their authorized capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Charlene L. Stemen
(Signature)