

Amended  
HTD/396-11962

2018-003068

Klamath County, Oregon

03/21/2018 11:37:01 AM

Fee: \$92.00

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. 3910-02900-01300-000

DOCUMENTARY TRANSFER TAX: None  
Consideration: \$8,500.00

Klamath Project  
Klamath County, Oregon  
Contract No. 14-LC-20-0550

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
KLAMATH PROJECT**

**CONTRACT AND GRANT OF PERPETUAL EASEMENT  
FROM  
ELIZABETH E. GARBODEN LIFE ESTATE, AND JAMES P. GARBODEN AND  
PATRICK N. GARBODEN,  
TO  
THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR,  
BUREAU OF RECLAMATION**

**GRANTORS:**

**Elizabeth E. Garboden, Life Estate, and James P. Garboden, and Patrick N. Garboden**

THIS CONTRACT made this 6<sup>th</sup> 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 ELIZABETH E. GARBODEN LIFE ESTATE, AND JAMES P. GARBODEN AND PATRICK N. GARBODEN, ("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, 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 \$8,500.00, 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 F-1 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 F-1 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, including the continued right to own, possess, use, maintain, and remove existing buildings and structures located on the premises as of the date of this 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 F-1 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**

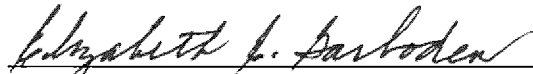
**The United States of America**

By: 

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

**GRANTORS**

**Elizabeth E. Garboden, Life Estate; James P. Garboden; Patrick N. Garboden**



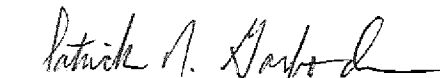
Elizabeth E. Garboden

Date 10-25-2017



James P. Garboden

Date: 10-25-2017



Patrick N. Garboden

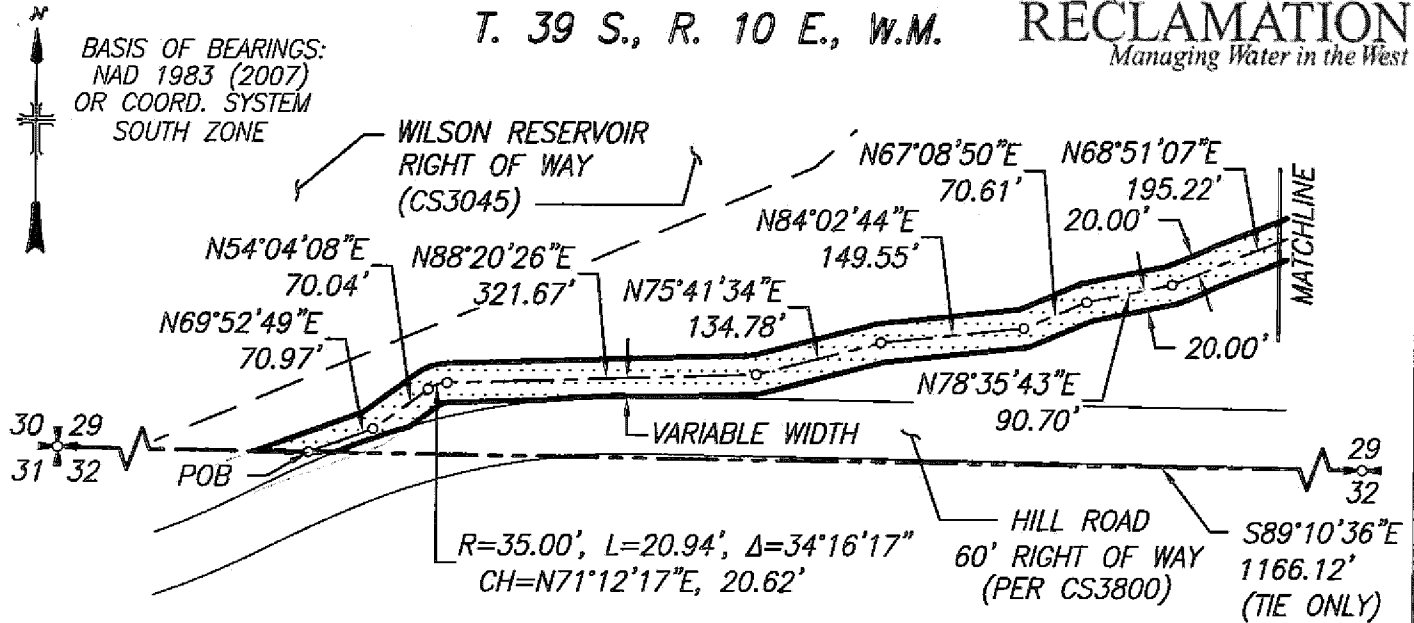
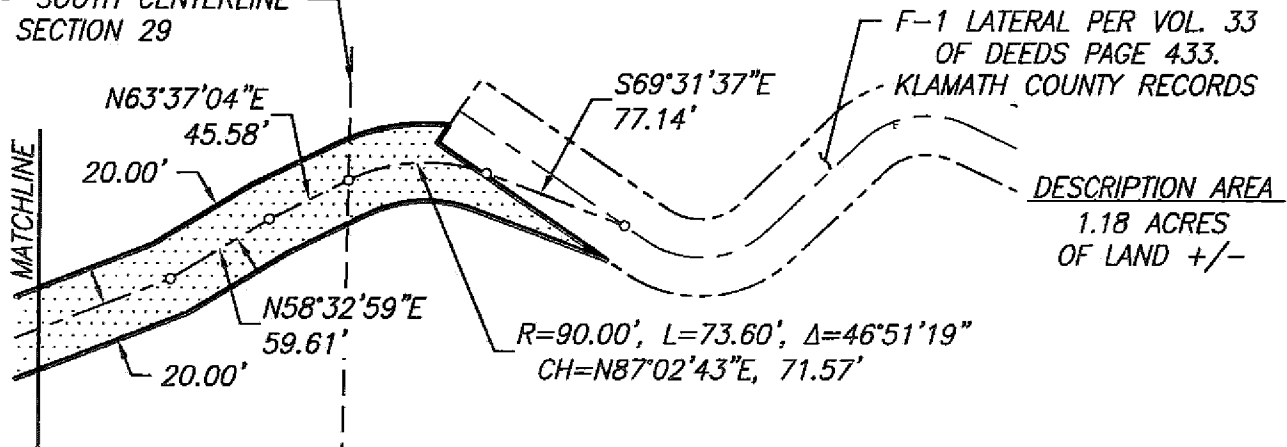
Date: 10-31-2017

**EXHIBITS**

1. EXHIBIT A
2. EXHIBIT B

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

RECLAMATION  
Managing Water in the WestBASIS OF BEARINGS:  
NAD 1983 (2007)  
OR COORD. SYSTEM  
SOUTH ZONENORTH - SOUTH CENTERLINE  
SECTION 29

## LEGEND

	SECTION CORNER		HILL ROAD RIGHT OF WAY
	QUARTER SECTION CORNER		EXISTING F-1 LATERAL BOUNDARY
	DIMENSION POINT		GRIFFITH LATERAL BOUNDARY
POB	POINT OF BEGINNING		APPROXIMATE QUARTER SECTION LINE
	DESCRIPTION LINE		APPROXIMATE SECTION LINE
	EXISTING F-1 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  
GARBODEN

DATE	08/26/2013	SCALE	NOT TO SCALE
DRWN BY	NDB	CHKD BY	GTD
SHEET NO.	1 OF 1		

## LAND DESCRIPTION

A portion of the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 29, 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 South line of said Section 32, from which the South quarter corner of said Section 29 bears South 89°10'36" East, 1166.12 feet along the South line of said Section 29;

Thence from the Point of Beginning, the following thirteen courses:

1. North 69°52'49" East, 70.97 feet;
2. North 54°04'08" East, 70.04 feet to the beginning of a curve to the right;
3. Along said curve to the right having a radius of 35.00 feet, an arc length of 20.94 feet, a central angle of 34°16'17" and being subtended by a chord bearing North 71°12'17" East a distance of 20.62 feet;
4. North 88°20'26" East, 321.67 feet;
5. North 75°41'34" East, 134.78 feet;
6. North 84°02'44" East, 149.55 feet;
7. North 67°08'50" East, 70.61 feet;
8. North 78°35'43" East, 90.70 feet;
9. North 68°51'07" East, 195.22 feet;
10. North 58°32'59" East, 59.61 feet;
11. North 63°37'04" East, 45.58 feet to the beginning of a curve to the right;
12. Along said curve to the right having a radius of 90.00 feet, an arc length of 73.60 feet, a central angle of 46°51'19" and being subtended by a chord bearing North 87°02'43" East a distance of 71.57 feet;
13. South 69°31'37" East, 77.14 feet to the centerline of the existing Bureau of Reclamation "F-1 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.

Also, excepting therefrom that portion lying within the existing Bureau of Reclamation F-1 Lateral as described in Volume 37 of Deeds, page 433, Klamath County Records.

Containing 1.18 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, U.S. Survey foot as a unit of measure.

Written by:

Gerald Davis, PLS 84194

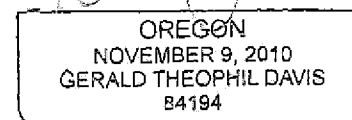
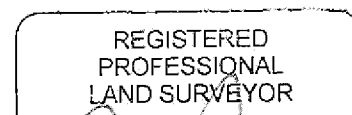
Project Land Surveyor

**Bureau of Reclamation, Mid-Pacific Region**

2800 Cottage Way (MP220)

Sacramento, CA 95825

Tel (916) 978-5306



EXPIRATION DATE: 12/31/2013

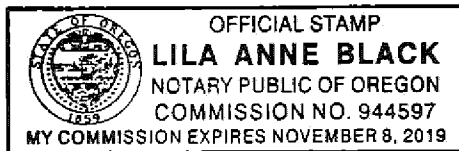
## ACKNOWLEDGMENT

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 **Elizabeth E. Garboden**, 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 **James P. Garboden**, 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

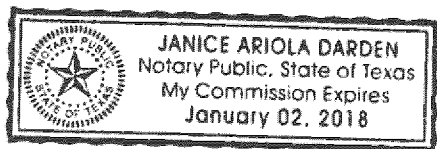
Lila A. Black  
(Signature)

ACKNOWLEDGMENT

STATE OF TEXAS }  
COUNTY OF HARRIS }  
SS.

On the 31<sup>ST</sup> day of OCTOBER in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Patrick N. Garboden**, 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



Janice Ariola Darden  
(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.

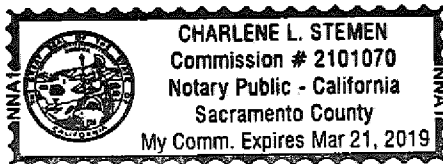
## ACKNOWLEDGMENT

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)