

A-22641-63

79861

7m73 10240

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 26th day of May,  
1973 between SHASTA VIEW IRRIGATION DISTRICT  
an irrigation district of the State of Ore-  
gon, hereinafter styled the District, and

MARY MCAULIFFE,

hereinafter styled the Grantors;

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

1. Grantors, each as to the portion of the herein-  
after described land which he owns or in which he has an  
interest, do hereby grant unto the District, its successors  
and assigns, an easement for water pipelines, which are a  
necessary part of the District's water distribution system,  
with all fixtures, devices and appurtenances necessary to  
the operation of said pipelines, within, over and across the  
following described land situated in the County of Klamath,  
State of Oregon:

A strip of land 22.00 feet in width, lying 15.00 feet Northeasterly  
of and 7.00 feet Southwesterly of the following described line:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4)  
of the Southwest Quarter (SW 1/4) of Section 34, T. 40 S., R. 12 E.,  
Willamette Meridian, Klamath County, Oregon; thence, along the  
West line of said parcel, South 747.00 feet to the point of  
beginning of this line description; thence, from said point of  
beginning, leaving said West line, S. 34°16'22" E., 1,758 feet  
more or less to the point of termination on the West line of the  
East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the South-  
west Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said  
Section 34.

And also with a 20.00-foot-wide Temporary Working Easement lying  
adjacent to and Southwesterly of the above-described Permanent  
Easement.

2. Said pipelines shall be laid initially so that not less than two and one-half feet of earth measured from the outside of the pipe collar to the ground surface shall cover the pipelines except:

- (a) where the pipeline crosses ditches, canals, roads and utilities, and
- (b) the fixtures, devices and appurtenances referred to in Article 1

in which case they may be any distance either below or above the ground surface. Unless otherwise provided by a surface easement granted herein, the District or its assignee shall not construct as an appurtenance to the pipelines an above ground structure with a length, width or diameter in excess of 48 inches or a height in excess of 60 inches without the consent of the Grantors.

3. The grant of easement herein contained shall include the right to enter upon said land, survey, construct, reconstruct, lay, re-lay, maintain, operate, control, use and remove said pipelines, fixtures and appurtenances, and to remove objects interfering therewith. Grantors reserve the right to cultivate, occupy and use the premises for any purpose consistent with the rights and privileges above granted and which will not interfere with, damage or endanger any of the structures or equipment of the District or the use thereof. The right to occupy and use the premises reserved by the Grantors herein shall include the construction of driveways, roads, fences, pipelines and ditches as long as they do not interfere with, damage or endanger any of the structures of the District or prevent reasonable access thereto for the purpose of operation and maintenance.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipelines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land, and subject to existing estates, interests, and rights in and to coal, oil and gas and any and all other minerals, reserved to or outstanding in third parties.

5. For and in consideration of the conveyance of the herein defined estate to the District, and in satisfaction of any and all claims which the Grantors have or may hereafter have against the District, arising out of the construction, operation and maintenance of the structures for which this easement is granted, the District shall:

Pay to the Grantors:

The amount of any damage which occurs as a result of and during the construction, reconstruction, laying, re-laying, control, use, removal, operation and maintenance of the structures for which this easement is granted to (a) trees, seedlings, vines and crops within or on the land herein described, and (b) improvements constructed on said land which are consistent with the rights and privileges granted by this contract to the District within the scope of Article 3 of this contract.

and the Grantors shall so accept said payment.

The payment to be made under the provisions of this article shall be made after the completion of the construction of the pipelines of the District in, through and on the land herein described and shall be in an amount determined by an appraisal made by the District.