

## CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 23<sup>rd</sup> day of July,  
1973, between SHASTA VIEW IRRIGATION DISTRICT

an irrigation district of the State of Oregon, hereinafter styled the District, and DALE CHILDERS, FRANCES KENT PETERSEN, and ROBERT KENT, 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 portion of the Northeast Quarter of Section 32, T. 40 S., R. 12 E., Willamette Meridian, Klamath County, Oregon.

A strip of land of varying widths, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 32, T. 40 S., R. 12 E., Willamette Meridian; thence,

West 30.00 feet;

thence,

S. 00°32'30" E., 1419.64 feet

to a point on the West line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 32, said point being marked by a fence; thence, along said West line,

S. 00°40'10" W., 1238.62 feet

to the Southwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 32; thence,

East 75.00 feet;

thence,

N. 00°44'10" W., 1238.32 feet;

thence,

N. 01°08'50" W., 1449.70 feet

to the point of beginning.

Containing 2.86 acres, more or less.

Together with a 20.00-foot-wide Temporary Working Easement lying West of the North 1,420 feet of the above-described Permanent Easement.

Together with the right to construct an access road for ingress and egress over the East 15.00 feet of the above described 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.



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6. The District may assign the easement granted herein to the United States of America subject to the terms hereof.

7. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease, and terminate.

IN WITNESS WHEREOF, the parties have caused this contract and grant of easement to be executed the date hereinabove written.

SHASTA VIEW IRRIGATION DISTRICT,

By Charles Milulley

GRANTORS

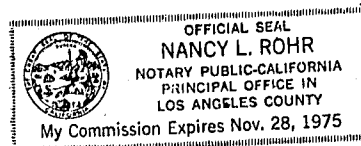
X Robert Kent  
X Dale Childers  
X Frances Kent Petersen

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On July 26, 1973, before me, the undersigned,  
a Notary Public in and for the said County and State, personally appeared ROBERT KENT

known to me to be the person whose name is subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.



Nancy L. Rohr  
(Name typed or printed)  
Notary Public in and for said County  
and State.  
My Commission Expires:

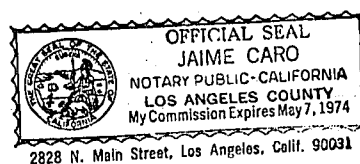
10486

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On July 23, 1973, before me, the undersigned,  
a Notary Public in and for the said County and State, personal-  
ly appeared DALE CHILDERS

known to me to be the person whose name is subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.



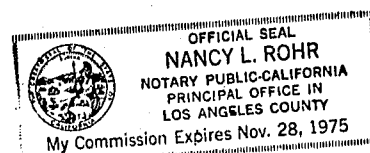
Jaime Caro  
(Name typed or printed)  
Notary Public in and for said County  
and State.  
My Commission Expires: May 7, 1974

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On July 26 1973, 1973, before me, the undersigned,  
a Notary Public in and for the said County and State, personal-  
ly appeared FRANCES KENT PETERSEN,

known to me to be the person whose name is subscribed  
to the within instrument and acknowledged that she  
executed the same.

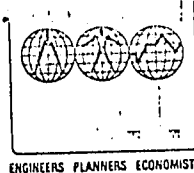
WITNESS my hand and official seal.



Nancy L. Rohr  
(Name typed or printed)  
Notary Public in and for said County  
and State.  
My Commission Expires:



10487



CORNELL HOWLAND, HAYES & MERRYFIELD  
CLAIR A. HILL & ASSOCIATES  
1525 Court Street P.O. Box 2088, Redding, California 96001, Telephone: 916/243-5831

Redding Regional Office

ENGINEERS PLANNERS ECONOMISTS

## DESCRIPTION FOR

SHASTA VIEW IRRIGATION DISTRICT

Permanent easement to be acquired from:

Estate of Joseph S. Kent  
2.86-acre parcel

March 5, 1973

W-53.14

(16-127-76)

Parcel 12

