

A-22641-8

79988

Vol. <sup>73</sup> Page 10496

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 17th day of May,  
1973, between SHASTA VIEW IRRIGATION DISTRICT,  
an irrigation district of the State of Ore-  
gon, hereinafter styled the District, and SAMUEL W. PRESCOTT  
and BEVERLY GALE PRESCOTT, husband and wife,  
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 West Half (W 1/2) of the Southeast Quarter (SE 1/4)  
which lies North of the Shasta View Irrigation District Low Line  
Canal, and a portion of the Northeast Quarter (NE 1/4) of the  
Southeast Quarter (SE 1/4) of Section 5, T. 41 S., R. 12 E.,  
Willamette Meridian, Klamath County, Oregon.

A strip of land 30.00 feet in width, which lies 20.00 feet East  
of and 10.00 feet West of the following described line:

Beginning at a point in the centerline of the S.V.I.D. Low Line  
Canal, which point is 20.00 feet West of the East line of the  
West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 5,  
T. 41 S., R. 12 E., Willamette Meridian; thence,  
N. 00°35'50" E., 1717.38 feet to the point of termination on  
the centerline of Transformer Road, from whence the Northwest  
corner of the Northeast Quarter (NE 1/4) of the Southeast  
Quarter (SE 1/4) of said Section 5 bears, West 7.73 feet.

Together with the right to construct a 15.00-foot-wide access  
road for ingress and egress over the East 20.00 feet of the  
above-described easement.

And also with a 15.00-foot-wide Temporary Working Easement lying  
adjacent to and West 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.



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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 E. McElly*

GRANTORS

*Samuel W. Prescott*  
*Beverly G. Prescott*

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

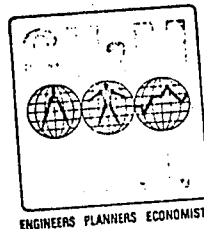
On May 17, 1973, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared SAMUEL W. PRESCOTT and BEVERLY GALE PRESCOTT, husband and wife, also known as Samuel W Prescott and Beverly G. Prescott, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

*Elva Smalley*  
ELVA SMALLEY  
Notary Public for Oregon  
My Commission expires March 15, 1977

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

10499

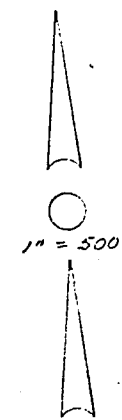
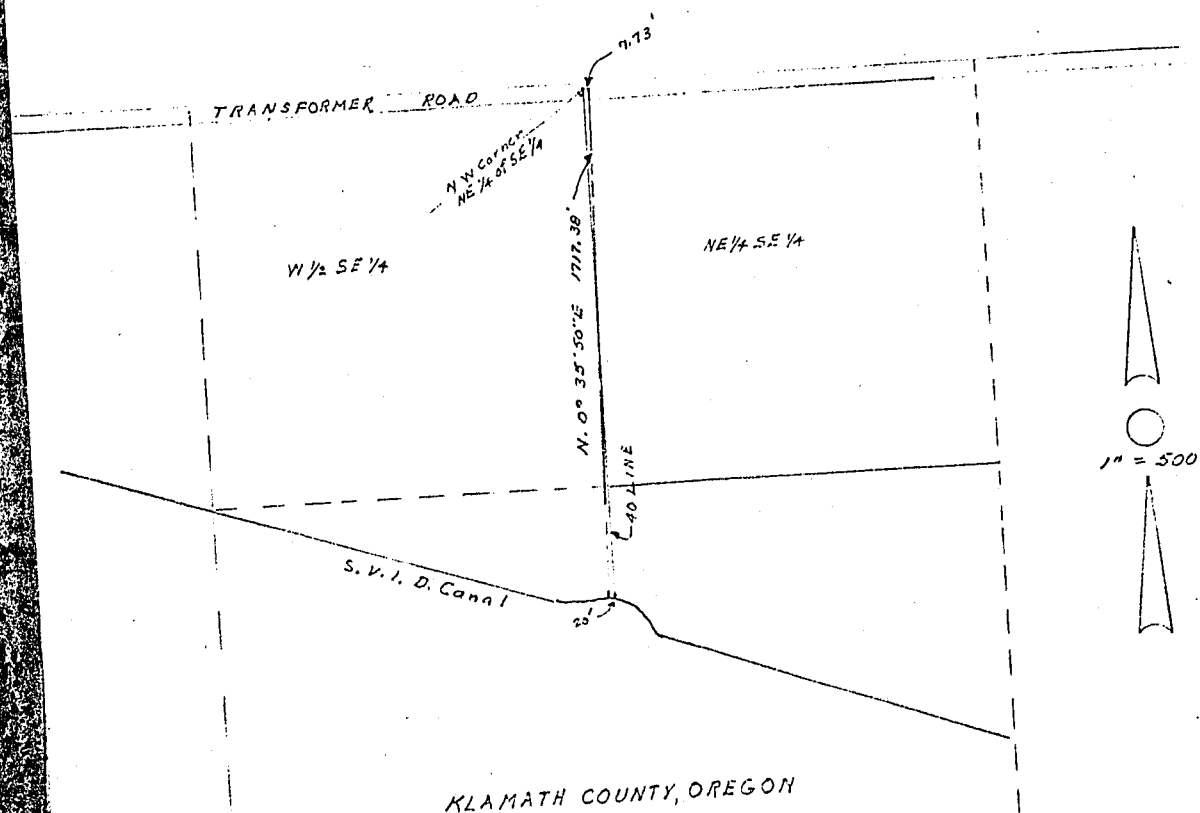


CORNELL, HOWLAND, HAYES & MERRYFIELD  
CLAIR A. HILL & ASSOCIATES  
1525 Court Street P.O. Box 2088, Redding, California 96001, Telephone: 916/243-5831

Redding Regional Office

March 6, 1973  
W-53.14  
(16-128-38)  
Parcel 6

DESCRIPTION FOR  
SHASTA VIEW IRRIGATION DISTRICT  
Permanent easement to be acquired from:  
PRESCOTT, SAMUEL W. & BEVERLY GALE



KLAMATH COUNTY, OREGON

*Return  
Prescott & Prescott  
280 Main  
Klamath Falls, Oregon  
97601*

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8 9  
T 41S, R 12E, V. 1M.  
CEL

STATE OF OREGON; COUNTY OF KLAMATH; ss. Klamath Co Title  
Filed for record at request of \_\_\_\_\_  
this 9 day of Aug. A. D., 19 73 at 12:05 o'clock p.M., and duly recorded in  
Vol. M-73 of deeds on Page 10496  
8.00  
By WM. D. MILNE, County Clerk  
*Hazel Draxil deputy*