

A-22641-31

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CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 11th day of July, 1978, between SHASTA VIEW IRRIGATION DISTRICT, an irrigation district of the State of Oregon, hereinafter styled the District, and W. J. HAYES and EDRIE L. HAYES, husband and wife, also known as HAYS, 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 hereinafter 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, more particularly described as follows:

The North 22.00 feet of Government Lot 2 and the North 22.00 feet of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 6, T. 41 S., R. 12 E., Willamette Meridian, Klamath County, Oregon.

Together with a 20.00-foot-wide Temporary Working Easement lying South 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. McElroy

GRANTORS

W J Hayes  
Edrie L. Hayes  
Chris McElroy

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On July 11, 1973, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared W. J. HAYES and EDRIE L. HAYES, husband and wife, also known as HAYS, 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.

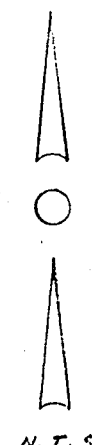
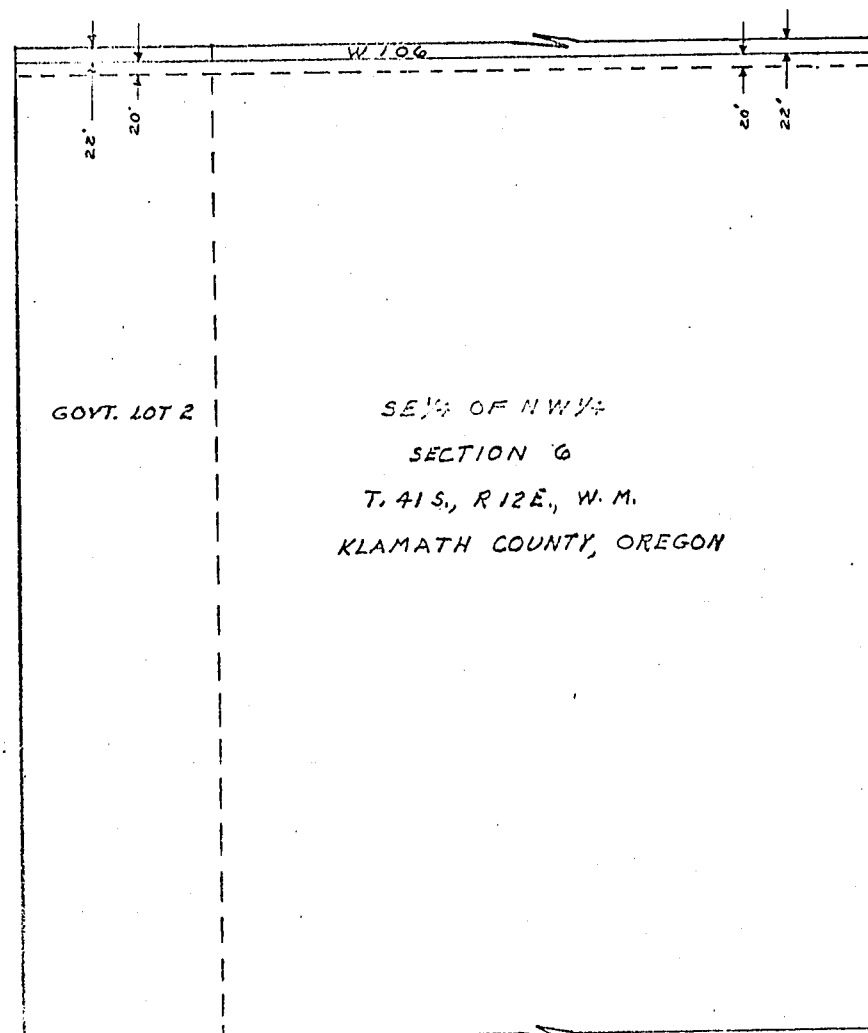
Elva Smalley  
ELVA SMALLEY  
Notary Public for Oregon  
My Commission expires March 15, 1977

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

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DESCRIPTION FOR  
SHASTA VIEW IRRIGATION DISTRICT  
Permanent Easement to be acquired from:  
HAYES, W. J. & EDRIE L.

February 7, 1973  
W-53.14  
(16-128-55)  
Parcel W 106  
Page 2



N. T. S.

*Return  
Proctor & Purbeck  
280 Main  
Klamath Falls, Oregon*

G216

*Corrected 3-21-73*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath Co Title  
this 9 day of Aug A. D., 1973 at 12:06 o'clock p. M., and duly recorded in  
Vol. M-73 of deeds on Page 10532  
fee 8.00

WM. D. MILNE, County Clerk  
By *Hazel Drayton* deputy