

A-29641-55-1

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Vol. 77 Page 10536

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 11th day of July,
1973, between SHASTA VIEW IRRIGATION DISTRICT

_____ an irrigation district of the State of Ore-
gon, hereinafter styled the District, and DONALD BRECHTEL
and MARTHA M. BRECHTEL,

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, more particularly described
as follows:

The North 22.00 feet of the Northwest Quarter (NW 1/4) of the North-
east Quarter (NE 1/4) of Section 3, 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.

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 Joe E. McElley

GRANTORS

Donald Brechtel
Martha M. Brechtel

STATE OF Oregon)
COUNTY OF Klamath) ss.

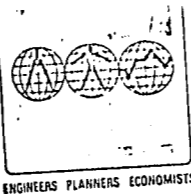
On July 11, 1973, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared DONALD BRECHTEL and MARTHA M. BRECHTEL,

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:



ENGINEERS PLANNERS ECONOMISTS

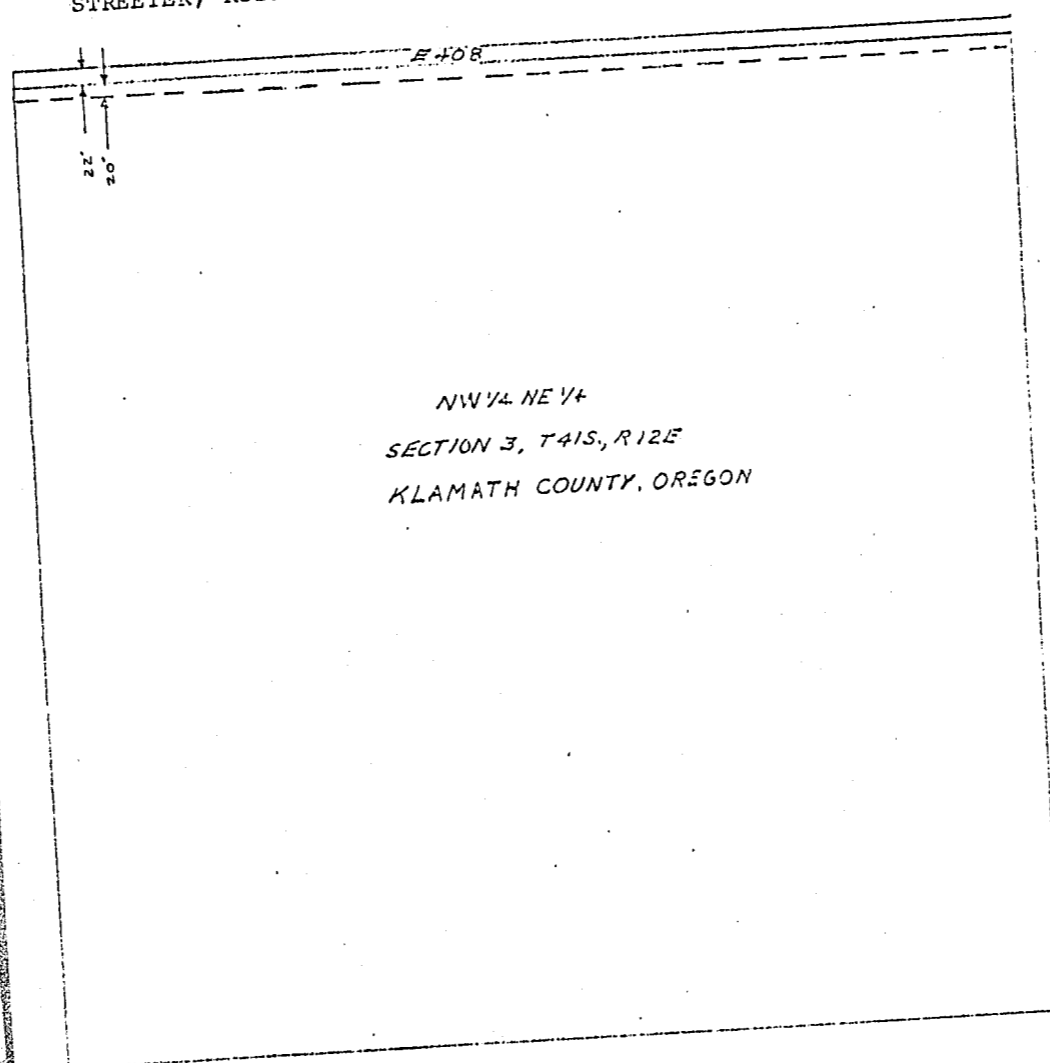
CORNELL, HOWLAND, HAYES & MERRYFIELD
CLAIR A. HILL & ASSOCIATES
1525 Court Street P.O. Box 2088, Redding, California 96001, Telephone: 916/243-5831

Redding Regional Office

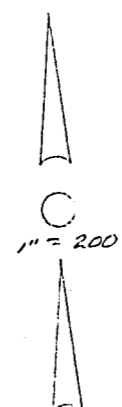
10539

DESCRIPTION FOR
SHASTA VIEW IRRIGATION DISTRICT
Permanent Easement to be acquired from:
STREETER, Rosalie L.

March 9, 1973
W-53.14
(16-128-11-2-1)
Parcel E408



NW 1/4 NE 1/4
SECTION 3, T41S, R12E
KLAMATH COUNTY, OREGON



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 Page 10536

fee 8.00

WM. D. MILNE, County Clerk
By Hazel Dray deputy

79999

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

Vol. M 73 Page 10540

PERSONAL DATA	1. LAST NAME, FIRST NAME-MIDDLE NAME GANTT, John Boyce		2. SERVICE NUMBER 419 40 4934		3. SOCIAL SECURITY NUMBER 419 40 4934	
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS NAVY - USN		5a. GRADE, RATE OR RANK GMCS	5b. PAY GRADE E8	6. DATE OF RANK DAY MONTH YEAR 01 JUN 71	7. U.S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	8. PLACE OF BIRTH (City and State or Country) Titus, Alabama		9. DATE OF BIRTH DAY MONTH YEAR 25 JUN 31		10. DATE INDUCED DAY MONTH YEAR NA	
TRANSFER OR DISCHARGE DATA	11a. TYPE OF TRANSFER OR DISCHARGE Transferred to Fleet Reserve		11b. STATION OR INSTALLATION AT WHICH EFFECTED USS GOLDSBOROUGH (DDG-20) at Pearl Harbor, HI			
	12. REASON AND AUTHORITY BUPERSMAN 3855240 - 232 - Transfer to Fleet Reserve		13a. CHARACTER OF SERVICE HONORABLE		13b. TYPE OF CERTIFICATE ISSUED NAVPERS 1830/3	
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED Naval Reserve Manpower Center, Bainbridge, Maryland 21905		15. REENLISTMENT CODE RE-2			
SERVICE DATA	16. TERMINAL DATE OF RESERVE/UNIT'S OBLIGATION DAY MONTH YEAR NA		17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: <input type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input checked="" type="checkbox"/> REENLISTED b. TERM OF SERVICE (Years) 06		18. DATE OF ENTRY DAY MONTH YEAR 12 OCT 67	
	19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC GMCS		20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) Cleveland, Ohio			
	21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) RR #1, Titus, Alabama		22. STATEMENT OF SERVICE a. CREDITABLE FOR BASIC PAY PURPOSES (1) NET SERVICE THIS PERIOD (2) OTHER SERVICE (3) TOTAL (Line (1) plus Line (2)) b. TOTAL ACTIVE SERVICE c. FOREIGN AND/OR SEA SERVICE YEARS MONTHS DAYS 05 09 20 16 03 01 22 00 21 21 07 23 04 11 02			
REMARKS	23. SPECIALTY NUMBER & TITLE GM-0891 GM-0871					
	24. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED Combat Action Ribbon, Good Conduct Medal (Fift. Award for service ending 29 NOV 69), National Defense Service Medal, Vietnam Service Medal W/1 Star, Vietnam Campaign Medal, Navy Unit Commendation Ribbon, China Service Medal (Extended).					
	25. EDUCATION AND TRAINING COMPLETED GM "C" School (EEAH), SSC, NTC, Great Lakes, Ill., 5FEB68-10MAY68. GM "C" School (ASROC MK-16), SSC, NTC, Great Lakes, Ill., 13MAY68-23AUG68. GRUDES Nuclear Weapons Warhead Section (Basic & ASROC), NUMENTRACENLANT, 10OCT68-8OCT68. Damage Control, Shipboard, FTC, Newport, R.I., 5NOV68-9NOV68.					
VA AND EMP. SERVICE DATA	26. NON-PAY PERIODS TIME LOST (Preceding Year) TI: NONE		27. DAYS ACCRUED LEAVE PAID (NSL or USOL) 250		28. INSURANCE IN FORCE (YES or NO) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	29. VA CLAIM NUMBER NONE		30. AMOUNT OF ALLOTMENT NA			
	31. REMARKS High School (1964) 1964-65		32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED John Boyce Gantt			
AUTHENTICATION	33. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) RR #1, Titus, Alabama 36080		34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN John Boyce Gantt			
	35. GRADE AND TITLE OF AUTHORIZING OFFICER R. J. KLINE, LCDR, USN		36. DATE 1973			
	37. EXECUTIVE OFFICER, By dir of C.O.					

DD FORM 214N
9/70 0102-002-0201

PREVIOUS EDITION OF THIS FORM IS TO BE USED.

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

1

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of John Boyce Ganttthis 9th day of August A.D. 1973 at 1:16 o'clock PM, and duly recorded inVol. M 73, of Discharges on Page 10540

No fee

WM. D. MILNE, County Clerk

By Wm. D. Milne

SAFETY FILM

KODAK