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## Easement

For Valuable Consideration Micka Wells Family Limited Partnership do hereby grant and convey unto the Shasta View Irrigation District, a corporate body existing pursuant to ORS Chapter 545, Grantee, a permanent right-of-way on, over, across two portions of property described as follows:

- An easement situated in the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 6, T41S, R12EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of the said NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence westerly, along the South line of the said NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; 750 feet; thence North 130 feet; thence easterly parallel with the said South line, 180 feet; thence South 100 feet; thence easterly, parallel with the said South line, 570 feet, more or less, to a point on the east line of the said NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence southerly 30 feet, more or less, to the point of beginning.

- An Easement situated in the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 6, T41S, R12EWM, Klamath County, Oregon, being more particularly described as follows:

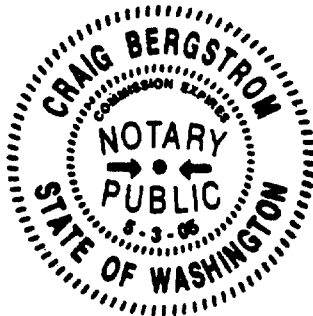
The easterly 30 feet of the said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 6

1. Grantee shall use said Easement for the sole purpose of installing and maintaining a well and pipeline for the conveyance of water from the said well to the lateral of Shasta View Irrigation District and for the operation, maintenance, repair, and replacement of said well and pipeline. Grantee may construct a temporary private roadway for the purpose on construction and installing said pipeline and thereafter, as may be reasonably necessary for the operation, maintenance, repair, and replacement of said pipeline. Grantee shall exercise reasonable care to assure that said road and easement area will only be used by Grantee for the purpose of described above and that is shall not be open to the public.
2. Grantee shall supervise all work in constructing, operation, maintaining, repairing, and replacing said pipeline and shall assure that the activity of Grantee, its contractors, agents, and employees in using the Easement shall not unnecessarily interfere with the use by Grantors of Grantor's land.
3. Grantee shall be solely responsible and shall promptly pay all costs of construction, maintenance, repair, and replacement, and shall not allow any lien to attach to the Easement or Grantor's property due to non-payment of labor and material charges or for any other reason.
4. The parties shall mutually cooperate in applying for and obtaining and exemption for the area of the Easement from real property taxation by Klamath County. In the event that for any reason the exemption is not granted, then Grantee shall promptly reimburse Grantors for all real property taxes and assessments paid by Grantors with respect to the area of the Easement and any improvements of Grantee located on the Easement.
5. Grantee to the limits provided by ORS law, shall indemnify and hold Grantors harmless from all claim and liability arising from Grantee's use and occupation of the Easement area.

State of Oregon, County of Klamath  
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 Linda Smith, County Clerk  
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6. Grantors agree that they shall not interfere with Grantee's said uses of the Easement area and shall not undertake any activities on the Easement area that may damage the said pipeline or the use of the Easement area for the purposes hereby granted.
7. In addition to installing the well on the Easement area, Grantee may also install electrical, telephone, or other utility lines as may be reasonably necessary and appropriate for operating pumps and gates, monitoring flows of water through the pipe, and for such other reason as may be required for Grantee's reasonable use of the Easement for the purposes set forth above.
8. In the event that either party shall fail to perform the obligations under this Agreement the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, though injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law. In the event of any litigation under this agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney's fees at trial or on appeal as adjudged by the trial or appellate court. In the event that any such dispute shall be subject to arbitration, then the prevailing party shall be entitled to recover the costs of arbitration, including its reasonable attorney's fees incurred in arbitration.
9. The Easement granted hereunder shall run with the land as to all property burdened and benefited by the Easement. The rights, covenant, and obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgages, or beneficiaries under Trust Deeds.
10. By accepting and recording this Easement, the Shasta View Irrigation District agrees to be bound by the terms of the grant of easement set forth herein above.

Dated this 4<sup>th</sup> March 2002.



Philip R. Wells  
Grantor

STATE OF WASHINGTON, (County of Pierce) ss.

This instrument was acknowledged before me on March 4 2002 by

C. J. S.  
Notary Public for Washington  
My Commission Expires: 5-3-05

## Valuable Consideration for Easement

The Board of Directors for Shasta View Irrigation District (SVID) provides the following consideration for an easement on the property described as follows: NE ¼ of the NW ¼ and the SE ¼ of the NW ¼ of Section 6 Township 41 South Range 12 East.

SVID will allow a priority use of water from the proposed well under the following conditions:

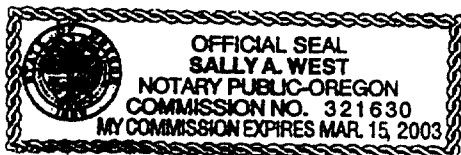
1. Priority use of water will be limited to the property owned by Mick Wells Family Limited Partnership consisting of approximately 145 Acres.
2. The amount of the priority will be limited to 30% of the output of the pump installed in the well.
3. Priority use will be limited to 1000 gallons per minute in the event the pump installed in the well produces more than 3000 gallons per minute.
4. The use of priority water will be limited to land on which the SVID water assessment has been paid in full.
5. The use of priority water does not include the use of SVID facilities beyond the easement with exception of SVID outlet values on the subject property.
6. SVID will pay 100 dollars to cover the cost of recording and legal review.
7. SVID will pay cost of improving easement (gravel, cinders, etc.).

The Board of Directors of Shasta View Irrigation District

oe *Claude Hagerty*  
 Claude Hagerty  
 Chairman of the Board

STATE OF OREGON, (County of Klamath) ss.

This instrument was acknowledged before me on March 13 2002 by



*Sally A. West*  
 Notary Public for Oregon  
 My Commission Expires: Mar. 15, 2003

STATE OF OREGON, (County of Klamath) ss.

This instrument was acknowledged before me on March \_\_\_\_ 2002 by

\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_