

Right of Way Easement

In consideration of One Dollar (\$1.00) and other consideration, the receipt of which is acknowledged, the undersigned, as Grantors, do hereby grant and convey unto SANTIAM WATER CONTROL DISTRICT, an Oregon Corporation, its successors and assigns, as Grantee, a perpetual right of way and easement to construct, maintain, and operate a canal, lateral and appurtenances thereto, for the transmission of water over, across or through

lands described in _____ County Tax Assessors Number _____, v. _____ P. _____;
and such easement being more particularly described as:

The easement herein granted shall be confined to a strip of land _____ feet in width, being _____ feet on _____ side of the canal as constructed, except that during construction Grantee shall have the right to use an additional width of 25 feet.

To HAVE AND TO HOLD said right and privileges unto said Grantee, the successors and assigns forever, with ingress to and egress from the premises for the purpose of constructing, reconstructing, inspecting, repairing, maintaining and operating the above described canals, laterals, and appurtenances.

The said Grantors may fully use and enjoy the said premises except for the uses herein granted. Grantors shall not build nor permit to be built, created or constructed any permanent structure on the right of way which would interfere with said Canal, or Grantee's rights hereunder, without express written consent of Grantee first obtained.

Grantee shall keep said canal in good repair and pay Grantors for damages sustained to growing crops, timber, livestock, fences, buildings and improvements, resulting from the exercise of said rights. Grantee shall contact Grantor and make every effort to negotiate a mutually agreeable damage settlement prior to exercising its rights for maintenance or enlargement of said canal or laterals. If the parties cannot agree as to such damages, the same shall, at the written request of either party, be arbitrated in the manner prescribed by Oregon law.

Grantee agrees to replace all existing fences in a condition comparable to their condition prior to the entry on the property by Grantee, its agents and contractors, or Grantee may install a standard gate of not less than 16 feet in width at all points where the canal crosses an existing fence. Should Grantee desire to install a gate in fences later constructed, such gate shall be of the same type and size as above stated.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties and Grantee shall have the right to assign this grant in whole or in part. Grantee agrees to indemnify and hold harmless Grantor, his successors and assigns, against any loss through failure of Grantee's assignee hereunder to performance of any obligations herein provided.

Grantor represents and warrants that he is the owner in fee simple of the land hereinbefore described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is agreed that this grant covers the entire agreement concerning the subject matter between the parties and supersedes and voids any existing agreement, oral or written, between the parties and relating to the same subject matter.

IN WITNESS WHEREOF, the said parties have caused their names to be subscribed hereto this _____ day of _____, 20____.

GRANTEE:

SANTIAM WATER CONTROL DISTRICT

President

Secretary

GRANTORS:

STATE OF OREGON }

County of _____ }

On this _____ day of _____, 20____,

before me, the undersigned, a notary public in and for the said County and State, personally appeared the within named _____

who known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he / they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public for Oregon

My Commission expires _____