

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract and Grant of Water Pipeline Easement
and Water Pipeline Turnout Easement

THIS CONTRACT AND GRANT OF EASEMENT, Made this 19th day of June, 1973, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract and,

ELMER A. SATCHWELL and YVONNE SATCHWELL, his wife,

hereinafter collectively referred to as Grantor;

In consideration of the mutual promises and considerations herein made, it is agreed as follows:

1.A. The Grantor does hereby grant unto the United States, and its assigns, a perpetual easement on, over and across the following described land situated in the County of Kootenai, State of Idaho, to-wit:

Ownership ID No. EG-22-3B

Parcel 4(p) A 40-foot strip of land in the N $\frac{1}{2}$ of Section 22, Township 51 North, Range 5 West, Boise Meridian, described as follows:

Beginning at a point North 88°57' West, 2062.3 feet and South 32°06' West, 29.8 feet from the Northeast corner of said Section 22; thence South 32°06' West, 1084.6 feet; thence South 00°30' West, 1701.6 feet; thence North 89°30' West, 40.0 feet; thence North 00°30' East, 1712.9 feet; thence North 32°06' East, 1072.9 feet; thence South 89°54' East, 11.5 feet; thence South 88°47' East, 34.6 feet, to the point of beginning.

(a) Said grant of perpetual easement hereinabove described shall include: (1) The right to enter upon said premises, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline or conduit and appurtenances, (2) the right of ingress and egress for men, materials and equipment for utilizing the easement granted.

(b) This grant of perpetual easement shall not preclude the right of the Grantor, his heirs and assigns, to cultivate and use the easement area for purposes which will not interfere with said easement, rights and privileges herein granted to the United States, or endanger any of this property; provided however, the Grantor, his heirs and assigns, shall not erect any reservoir, building or structure, plant trees, or drill wells on said perpetual easement area, without advance written permission by the proper officer of the United States, or its assigns.

1.B. Also, the Grantor does hereby grant unto the United States and its assigns, a temporary construction easement until December 31, 1975, on, over and across the following described land situated in the County of Kootenai, State of Idaho, to-wit:

Ownership ID No. EG-22-3A

Parcel 2(t) The South 20 feet of the North 45 feet of the East 2649 feet of the West 3124 feet of said Section 22, EXCEPTING therefrom the area hereinafter described as Ownership ID No. EG-22-3A, Parcel 1(i), Paragraph 2.

Parcel 3(t) The East 20 feet of the West 45 feet of the South 1968 feet of the NW $\frac{1}{4}$ of said Section 22.

Ownership ID No. EG-22-3B

Parcel 2(t) The South 20 feet of the North 45 feet of the West 2080 feet of the East 2105 feet of said Section 22, EXCEPTING therefrom the area hereinafter described as Ownership ID No. EG-22-3B, Parcel 1(i), Paragraph 2.

Parcel 3(t) The West 20 feet of the East 45 feet of the South 2610 feet of the NE $\frac{1}{4}$ of said Section 22.

Parcel 5(t) A 30-foot strip of land in the N $\frac{1}{2}$ of said Section 22, described as follows:

Beginning at a point North 88°57' West, 2062.3 feet and South 32°06' West, 29.8 feet from the Northeast corner of said Section 22; thence South 32°06' West, 1084.6 feet; thence South 00°30' West, 1701.6 feet; thence South 89°30' East, 30.0 feet; thence North 00°30' East, 1712.2 feet; thence North 32°06' East, 1071.3 feet; thence North 88°47' West, 23.1 feet, to the point of beginning.

Until the date of expiration of the temporary grant of easement hereinabove described, the United States will have similar rights for use thereof as those set forth in 1.A.(a) and (b) above for the perpetual easement area.

Corrected to Engineering Data
Engineer, U.S. Bureau of Reclamation

2. The Grantor does also hereby grant unto the United States, and its assigns, a perpetual easement on, over and across the following described land situated in the County of Kootenai State of Idaho, to-wit:

Ownership ID No. EG-22-3A

Parcel 1(i) The South 20 feet of the North 45 feet of the East 20 feet of the West 1332 feet of said Section 22.

Parcel 4(d) The East 20 feet of the West 45 feet of the South 20 feet of the North 1303 feet of the NW $\frac{1}{4}$ of said Section 22.

Ownership ID No. EG-22-3B

Parcel 1(i) The South 20 feet of the North 45 feet of the West 20 feet of the East 1350 feet of said Section 22.

(a) Said grant of perpetual easement hereinabove described shall include: (1) The perpetual right to enter upon said premises, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances, (2) the right of ingress and egress for men, materials and equipment for utilizing the easement granted.

3. The easement herein granted shall include the right and privilege of the United States, its contractors, and assigns, to damage, destroy and remove any and all buildings, structures, perennial plants, shrubs, trees, and any other improvements, except those specifically hereinafter agreed to be reserved to the Grantor in Articles 3 (e) and 4, within the easement areas described in Articles 1 and 2 above; and, the Grantor acknowledges that the consideration hereinafter expressed is full and complete payment for any such damages not repaired, provided however,

(a) During construction, suitable access crossings shall be installed over open pipe trenches as reasonably required by the Grantor; and

(b) All fences, driveways, pipelines, culverts, drain tiles, and irrigation systems within the easement areas which are damaged or destroyed shall be repaired by the United States in a good and workmanlike manner; and

(c) Said pipeline shall be buried wherever economically feasible, at a depth of not less than 48 inches below natural ground level.

(d) Topsoil will be replaced and the surface of the easement areas shall be returned to as near original condition as practicable.

(e) (Specific reservations.)

4. The right to cultivate and harvest any crop growing on the easement area described in Article 1, at the time of construction of said water pipeline, shall be reserved to the Grantor, his heirs and assigns, or tenants, if any. If said land is required by the United States prior to the time of the harvest of said crops, and in the event the crop is damaged or destroyed prior to harvest, the United States shall pay to the Grantor, his heirs and assigns, and tenants, in addition to the sum named herein, the amount of such damages as determined by an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date the damage occurs.

5. If after construction is complete damages to crops, perennial plants, shrubs, other permitted improvements, or trees or buildings approved by the United States or its assigns, then on the easement areas described in Articles 1 or 2 occur as a result of reconstruction, maintenance, or operation of the pipeline or turnout and appurtenances, payment for such damages shall be made by the United States, contingent upon appropriations, or its assigns to the then owner on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date such damage occurs.

6. In case of permanent abandonment by the United States or its assigns of said perpetual easements, the title and interest herein granted shall cease and title shall revert to the then fee owner of the real property.

7. The grant of easements herein contained is subject to rights-of-way of any nature whatsoever of record and in use, and any outstanding mineral rights.

8. It is a condition precedent to any payments made under this contract that the Grantor, his heirs or assigns shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Grantor, his heirs or assigns may be advised by the United States are necessary and proper to show title to the property. Certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this contract shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the easement described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property which the United States requires to be released; and

(c) The pro rata portion of the current year's real property taxes paid which are allocable to the easement rights described herein for the period subsequent to the date of vesting title to the easements in the United States, or the effective date of possession of the easements by the United States, whichever is earlier. The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

9. It is understood and agreed that if the Secretary of the Interior determines that the interest acquired hereunder by the United States should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the Grantor and the award to be made for said interest in said proceeding shall be upon the basis of the consideration and conditions herein provided.

10. Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, or contingent fee.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

12. As just compensation for the above grant of easement and for the rights and privileges provided in this contract, the United States agrees to pay Grantor the sum of-----\$2,045.00-----dollars.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By

Stanley C. Wallace

Project Construction Engineer
(Title)

Grantor

Elmer A. Satchwell

Grantor

Elmer A. Satchwell

Grantor

Yvonne Satchwell
Yvonne Satchwell

Grantor

STATE OF Idaho)
County of Kootenai) ss.

On this day personally appeared before me ELMER A. SATCHWELL
and YVONNE SATCHWELL, his wife,

to me known to be the individuals described in and who executed the within
and foregoing instrument, and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this 19th day of June,
1973.

(SEAL)

Laurence J. Lesky Jr.
Notary Public in and for the
State of Idaho
Residing at Post Falls

My commission expires: 2/10/77

STATE OF)
County of) ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that signed the same
as free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this _____ day of _____,
19 ____.

(SEAL)

Notary Public in and for the
State of _____
Residing at _____

and recorded at the request of Bryan J. Lee My commission expires: _____
at 1107 o'clock a M., this 28th day of June, 1973
HAROLD E. PETERSON By: Deane J. [Signature]
Deputy

Not-Office Auditor/Recorder
General Council, Idaho

857 Post Falls, Idaho Fee \$ 6.00