

2007-009528

Klamath County, Oregon

MTC78532-KR

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601



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05/25/2007 03:54:14 PM

Fee: \$41.00

**EASEMENT**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of May, 2007, by and between Orem Land Company, an Oregon Partnership, hereinafter called Grantors, and Driscoll Strawberry Associates, Inc., a California Corporation hereinafter called Grantee:

**WITNESSETH**

WHEREAS, Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcel 2 of Land Partition 124-06, situated in NE1/4 Section 8 and NW1/4 Section 9, Township 41S Range 11E, Willamette Meridian, according to the official records on file with the clerk of Klamath County, Oregon;

And have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantee, its successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as: a ten foot wide access easement commencing at State Highway 39 and going north along the easterly side of the USBR D-9 lateral to a point where the USBR D-9 lateral and the USBR 9-C drain intersect, located on Parcel 2 of Land Partition 124-06, Klamath County, Oregon (the Access Easement). Grantors also convey to Grantee a non-exclusive easement across and under the property of Grantors, more particularly described as: a ten foot wide mainline maintenance easement commencing at the irrigation pump currently located near the north end of the Access Easement and then following the centerline of the existing buried irrigation mainline, which provides water to the pivot irrigation system located on Grantee's parcel described below, from the said pump in a southeasterly direction to the boundary common to Grantors' and Grantee's said parcels (the Mainline Easement).

The terms of these easements are as follows:

1. Grantee, its agents, independent contractors and invitees shall use these easements for road purposes for access to a pump, pump house and mainline located on Grantors' said land and in

1. EASEMENT

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conjunction with such use may construct, reconstruct, maintain and repair a road and mainline thereon, and may use the easement for the operation, maintenance and replacement of the pump, pump house and mainline and other appurtenances thereto.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the Access Easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon. Provided, however, Grantors shall exercise reasonable care in Grantors' use of the area of the easements to prevent harm or damage to the pump, pump house, mainline and other appurtenances thereto.

4. Should the D-9 lateral be culverted, abandoned or moved in the future, then Grantors reserve the right to relocate the Access Easement road at any time and in such case shall reconstruct the Access Easement road at such new location in as good or better condition as existed at the prior location. If possible the new Access Easement road shall be constructed on the boundary line between Parcel 2 and Parcel 3 of Land Partition 124-06, Klamath County Oregon. If the Access Easement road is relocated, Grantors may record an instrument indicating the relocated Access Easement road and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original Access Easement. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it or such other document necessary to indicate relocation of the Access Easement, when and if requested by Grantors.

5. This easement is appurtenant and for the benefit of the real property owned by Grantee and described below in paragraph 8.

6. This easement shall be perpetual. However, this easement will terminate if Grantee ceases to use the pump and mainline served by this easement. The Access Easement will terminate if Grantee constructs an alternative access road to the pump.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. The following is a description of the Grantee's dominant property to which this easement is appurtenant: Parcel 3 of Land Partition 124-06 situated in NE1/4 Section 8 and NW1/4 Section 9, Township 41S Range 11E, Willamette Meridian, according to the official records on file with the clerk of Klamath County, Oregon

## 2. EASEMENT

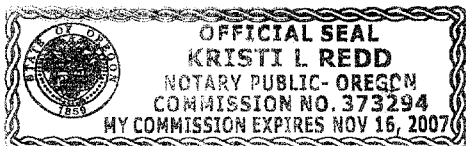
IN WITNESS THEREOF, the parties have caused this instrument to be executed this ~~25th~~<sup>24th</sup> day of May, 2007.

X Gary Orem  
Orem Land Company  
By: Gary Orem  
Its: General Partner

Driscoll Strawberry Associates,  
Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath        )

Personally appeared before me this ~~25th~~<sup>24th</sup> day of May 2007, the above-named Gary Orem, as ~~Authorized Member~~<sup>general partner</sup> of Orem Land Company and acknowledged the foregoing instrument to be his voluntary act.



Kristi L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/2007

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath        )

Personally appeared before me this \_\_\_\_ day of May 2007, the above-named \_\_\_\_\_, as \_\_\_\_\_ of Driscoll Strawberry Associates, Inc. and acknowledged the foregoing instrument to be his/her voluntary act.

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

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 24th day of May, 2007.

Orem Land Company  
By: Gary Orem  
Its: General Partner

X John Siletto  
Driscoll Strawberry Associates,  
Inc.  
By: John Siletto  
Its: SVP Supply & Operations

STATE OF OREGON       )  
                              ) ss.  
County of Klamath     )

Personally appeared before me this \_\_\_\_ day of May 2007, the above-named Gary Orem, as Authorized Member of Orem Land Company and acknowledged the foregoing instrument to be his voluntary act.

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

STATE OF OREGON       )  
                              ) ss.  
County of Klamath     )

Personally appeared before me this \_\_\_\_ day of May 2007, the above-named \_\_\_\_\_, as \_\_\_\_\_ of Driscoll Strawberry Associates, Inc. and acknowledged the foregoing instrument to be his/her voluntary act.

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

3. EASEMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

Santa Cruz } ss.

On 5/24/07

Date

before me, Jenice Sanchez, Notary Public

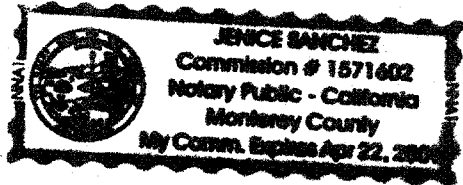
personally appeared

John Miletto, SUPPLY OPERATOR

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Jenice Sanchez  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document:

Easement

Document Date:

5/24/07

Number of Pages:

3

Signer(s) Other Than Named Above:

Gary Orem

**Capacity(ies) Claimed by Signer**

Signer's Name:

John Miletto

☐ Individual

☒ Corporate Officer — Title(s): Dr. Vice President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

SELF

RIGHT THUMBPRINT  
OF SIGNER

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